STAFFORD COUNTY SCHOOL BOARD

Agenda Consideration

TOPIC: Resolution to Adopt Agreement to Join the Virginia Association of Counties Group Self Insurance Risk Pool

ITEM NO: 3.F.

PREPARED BY: H. Charles Woodruff, II
Assistant Superintendent
Department of Financial Services

MEETING: July 13, 2004
ACTION DATE: July 13, 2004

ACTION REQUESTED BY THE SUPERINTENDENT: That the School Board approve a resolution to adopt the member agreement to join the Virginia Association of Counties Group Self Insurance Risk Pool.

KEY POINTS:

- The School Board, at its meeting on June 15, 2004, approved the Virginia Association of Counties (VACo) as the provider of general liability insurance for Stafford County Public Schools.
- VACo insurance is backed up by a group fund (a self insurance risk pool) created to pay liability claims and property losses of its county and other local agency members. In order to accept VACo as the general liability insurance provider for Stafford County Public Schools, the School Board must enter into a member agreement for VACo's Self Insurance Risk Pool and must formally acknowledge receipt of the pertinent plan documents and other supporting documents.
- The Assistant Superintendent of Financial Services will be authorized to execute the member agreement to join the Virginia Association of Counties Group Self Insurance Risk Pool and to act on behalf of Stafford County Public Schools.

SCHOOL BOARD GOAL #7: Provide school environments where teachers are safe to teach and students are safe to learn.

FUNDING SOURCE: School Operating Fund

AUTHORIZATION REFERENCE: Virginia Public Procurement Act

Revised 11/3/03

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CHOOL BOARD MEMBERS

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Vice-Chairman

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JEAN S. MURRAY, ED.D.
Superintendent

RESOLUTION TO ADOPT THE MEMBER AGREEMENT TO JOIN THE VIRGINIA ASSOCIATION OF COUNTIES GROUP SELF INSURANCE RISK POOL

WHEREAS, Stafford County Public Schools desires to protect against liability claims and property losses and to provide for payment of claims or losses for which the county may be liable; and;

WHEREAS, the Virginia Association of Counties Group Self Insurance Risk Pool, aka VACoRP, has been established pursuant to Chapter 27 (§15.2-2700 et seq.) and Title 15.2 of the code of Virginia.

WHEREAS, it is desirable for Stafford County Public Schools to join the Virginia Association of Counties Group Self Insurance Risk Pool in order to provide a method of risk sharing for liability claims and property losses;

NOW, THEREFORE, BE IT RESOLVED that the governing body of Stafford County Public Schools hereby agrees to the member agreement entitled "Member Agreement for Virginia Association of Counties Group Self Insurance Risk Pool" which creates a group fund to pay liability claims and property losses of the counties and other local agencies joining the Group, and we acknowledge we have received a copy of the pertinent Plan and supporting documents.

BE IT FURTHER RESOLVED that the Assistant Superintendent of the Department of Financial Services is authorized to execute the member agreement to join the Virginia Association of Counties Group Self Insurance Risk Pool and to act on behalf of Stafford County Public Schools in any other matter relative to the Group.

Adopted by the Stafford County School Board this 13th day of July, 2004.

_____
Patricia Healy, Chairman
Stafford County School Board

_____
Clerk

MEMBER AGREEMENT FOR VIRGINIA ASSOCIATION OF COUNTIES GROUP SELF INSURANCE RISK POOL

THIS AGREEMENT, made and entered into this 1st day of July, 2004, by and between all the parties who are now or may hereafter become members of the Virginia Association of Counties Group Self Insurance Risk Pool, aka VACoRP, an association political subdivision ("Group"), acting by and through the Member's Supervisory Board (the "Board"), and the political subdivision which has executed this agreement, and all other political subdivisions as hereafter defined which are now, or hereafter apply to become, and upon admission will become , members of the Group and of the administered by the Group (individually, the "member" and collectively "members").

WITNESSETH:

WHEREAS, the members of the Group have agreed to provide for joint and cooperative action to self insure and to pool their separate risks and liabilities as authorized by the Code of Virginia; and

WHEREAS, each member is a political subdivision within the definition of Section 15.2-2701 of the Code of Virginia; and

WHEREAS, pursuant to the terms of this agreement the members have organized and formed the Virginia Association of Counties Group Self Insurance Risk Pool as a joint fund to provide the necessary anticipated financing for comprehensive general liability, personal injury and advertising injury liability, automobile liability, uninsured motorist liability, automobile physical damage, employee benefits liability, property, inland marine, and crime coverage; and

WHEREAS, the Board is authorized to direct the affairs of said pool and Group; and

WHEREAS, each member of the pool is required to execute an agreement whereby each member will covenant and agree to pay contributions and assessments, based upon appropriate classifications and rates, into a designated fund out of which expenses of the pool and lawful and proper claims and awards are to be paid, and further, that there will be no disbursements out of this fund by way of dividends or distribution.of accumulated reserves to the respective members, except at the discretion of the Board as provided herein and the Group's by-laws; and

WHEREAS, each member of the Group has elected to become a party to this agreement, to comply with the conditions set forth herein and establish self-insurance pool consistent with the provisions of Chapter 27 of Title 15.2 of the Code of Virginia (the "Act") and regulations promulgated thereunder, and to execute such other instruments and take such other action as may be required to form and continue such pool;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations herein contained, which are given by the Group and each member to each other member and so accepted by each member and the Group, the parties hereto covenant and agree as follows:

1. Membership

Each member hereby agrees that the Group may admit as members of the pool only acceptable political subdivisions in the Commonwealth of Virginia or agencies thereof as defined in the Act. Subject to the provisions of the Act, and rules adopted thereunder relating to the approval of members and the Group's bylaws, the Board shall be sole judge as to whether or not an applicant shall be admitted to membership. Each member agrees that a member may, at the sole discretion of the Board, be terminated from membership in the pool at any time after 90 days notice in writing has been given to such member, except that a member may be terminated at any date after 30 days written notice to such member for non-payment of contributions or assessments. Except as otherwise expressly provided, no liability of any terminated member arising subsequent to the date of termination specified in said notice and such terminated member shall be separately and solely responsible for any liability arising thereafter.

2. Membership Withdrawal

Each member represents that its present intention is to remain in the Pool for at least three years, subject to appropriations of necessary funds by its governing body. A member may withdraw from the Pool at the end of any fiscal year upon 90 days written notice to the Board; provided, however, any member which for any reason does not remain in the Pool for at least three consecutive years shall not be entitled to receive any refunds of paid contributions or assessments nor, unless otherwise determined by the Board, any share in surplus assets of the fund. After a member has been in the Pool for three consecutive years, it may withdraw upon required notice and may be entitled to share in any surplus assets of the fund; upon such termination however, the member will not receive any refunds of paid contributions or assessments.

3. Supervisory Board: Creation, Powers, and Duties

a. The local governments that are signatories hereto do hereby establish Virginia Association of Counties Group Self Insurance Risk Pool, hereafter called the "Pool" as a joint Risk Pool to operate a fund for Liability and Property risk sharing, hereafter referred to as the "Fund". The Pool and the Fund shall be governed by a Supervisory Board composed of Seven elected or appointed officials of local governments, their Boards, commissions, agencies or authorities who are members of the Pool and who shall be elected by the governing bodies or their duly authorized representative of the members of the Pool.

There are seven initial members on the effective date of this Agreement. John R. Riley, Jr. and Wanda C. Wingo shall serve terms ending December 31, 2002; David L. Ash, Frank A. Pleva and C.M. Williams shall serve terms ending December 31, 2003; and James A. Gillespie and Peggy R. Wiley shall serve terms ending December 31, 2004. Henceforth, terms of members of the Supervisory Board shall be for three years. A member of the Supervisory Board shall continue to hold office until his successor is selected. Any vacancy shall be filled for the unexpired portion of the term by appointment by the remaining members of the Board.

A member of the Supervisory Board who ceases to be an elected official or employee of local government or an entity of a local government, or whose local government entity ceases to be a member of the Group shall be deemed to vacate his seat on the Board.

The Supervisory Board annually shall select a chairman from among its membership to preside for the ensuing year. A majority of the membership of the Board shall constitute a quorum thereof and any question may be decided by a majority vote. The Supervisory Board:

1. Shall have general control and supervision over the affairs of the Pool and the Fund;
2. Is authorized to establish, operate and enforce administrative rules, regulations and bylaws as between the individual members of the Pool and the Pool;
3. Shall establish terms and conditions of coverage within the Pool, including underwriting criteria and exclusions of coverage;
4. Shall ensure that all claims are paid promptly;
5. Shall take all necessary precautions to safeguard the assets of the Pool;
6. Shall maintain minutes of its meeting which minutes shall delineate the areas of authority delegated by the Supervisory Board to the Administrator and to the service Agent;
7. Shall have sole responsibility to determine whether applicants for membership shall be admitted to the Pool and whether existing members shall be suspended or expelled, subject to the following limitations:
    a. Only governmental units, institutions, agencies, boards or commissions or authorities created by local governments in the Commonwealth of Virginia shall be eligible for membership; and
    b. A member may be suspended or expelled only after receiving sufficient notice pursuant to paragraph 1, of this agreement. The Supervisory Board may promulgate rules and regulations, as needed, regarding admission, suspension or expulsion of members.
8. Shall at least annually have an actuary certify the members' contributions;
9. Shall approve and monitor all loss control programs;
10. Shall execute service agreement(s) designating service agent(s) for the Pool and shall agree upon the terms of service fees to be paid to the service agent(s) and shall have sole responsibility to assess the performance of the service agent(s), to review, negotiate and give final approval to any service agreement(s) between the Pool and any service agent(s), and to have final selection of any service agent;
11. Shall have authority to negotiate, execute and monitor any other contracts and agreements necessary to effectuate this Member Agreement; and
12. Shall bear sole responsibility for any dispositions out of the Fund by way of dividends or distribution, if any, of accumulated reserves to the members of the Pool.

4. Administrator; Duties of Administrator

a. Each member authorizes the Board to enter into an agreement with the Administrator who shall be empowered to accept service of process on behalf of the Group and authorized to act and bind the Group and its members in all transactions relating to or arising out of the operation of the Pool. The Administrator shall receive such fee for its services as shall be agreed upon by the Board. The Board, in its discretion, may at any time revoke the powers of the Administrator and substitute another in the Place thereof.

The Administrator is hereby appointed by each member as agent for the Group, to act directly or through a service contract with a service agent in its behalf and to execute all contracts and reports, waivers, agreements, and excess insurance or reinsurance contracts, to make or arrange for payment of claims, and all other rules and all applicable regulations as now provided or as hereafter promulgated by the Virginia State Corporation Commission (the "Commission").

b. VACo Services, Inc. is hereby designated as the initial Administrator of the Group and its Fund. The Administrator shall supervise the service agent(s). The Administrator shall deposit to the account of the Pool at any bank or banks designated by the Supervisory Board, all contributions as collected, and such monies shall be disbursed only as provided by the rules, regulations and by-laws of the Supervisory Board and the service agreement(s) with the service agent(s). The Administrator shall receive a fee which shall be negotiated from time to time by the Supervisory Board and which shall be set forth in the Agreement between the Pool and the Administrator.

5. Service Agents; Duties of Service Agents

a. The members authorize appointment by the Board of one or more service agents for the Pool and their members, individually and collectively, subject to such agent's continued approval as a service agent by the Commission, if required. Services, which may be procured by such contracts, shall include claims administration, actuarial and accounting services, and such other matters as the Board shall deem appropriate or required for operation of the Group. The service agent may calculate all annual contributions due from the members, pay all approved items of expense as directed by the Board, service claims under the Pool against members as directed by the Board, give a monthly account of all monies so handled, and undertake all other duties set forth in the agreement employing the service agent. For handling the administrative and servicing functions of the Pool, the service agent shall receive such fee as shall be agreed upon by the Board which shall be in consideration of all services and expenses contracted for with the Pool which services and expenses may include counseling with the Board as to safety procedures, claims handing and investigations, and arranging for reinsurance or excess insurance coverage. The service agent's books and records shall be open to inspection by the Board or its agents or designees at all reasonable times. The Board may negotiate and secure contracts with alternate or additional servicing agents, with the approval of the Commission, if required. The service agent shall be VACo Insurance Programs.

b. The service agent(s), under the supervision of the Supervisory Board and the Administrator shall be generally responsible for claims administration, program development and loss control on behalf of the members. The service agent(s) shall assist the Supervisory Board in determining all contributions due the Fund, prepare for payment all approved items of expense and claims, and give a monthly accounting of all monies and claims so handled. The responsibilities and duties of the service agent(s) shall be more particularly defined and described in the service agreement(s) executed with the service agent(s).

c. For performing the servicing functions of the Pool, the service agent(s) shall receive a fee, which shall be negotiated with and approved by the Supervisory Board. Such fees may be renegotiated from time to time as mutually agreed upon by the service agent(s) and the Supervisory Board. The service agent(s) books and records as they relate to the Pool and the Fund shall be open to inspection by the Supervisory Board and the Administrator or their agents at all reasonable times.

6. Deposit of Funds

The Board or its designee shall deposit to the account of the Pool, at any bank or banks designated by the Board, all contributions as and when collected and all other funds received from or for the Pool, and said monies shall be disbursed on as provided by (1) the rules, regulations, by-laws of the Group, and the resolutions of the Board; (2) the agreement between the Board and the service agent; and (3) this agreement.

7. Investment of Funds

The Board shall have the authority to invest the funds of the Pool as permitted by State law, the Group" by-laws and the Commission's regulations.

8. Bylaws, Rules and Regulations

Each member of the Pool agrees to abide by the rules and regulations of the Pool and the Group and the constitution and bylaws of the Group as shall be amended or modified from time to time. In the event of any amendment, the member shall be notified promptly thereof.

9. Coverage

The Pool will provide loss protection to members as provided in the coverage forms and as amended by the Board from time to time. In the event of any amendment, the member shall be notified promptly thereof.

To the extent permitted by any applicable coverage certificate, the Pool will allow coverage, by endorsement, for "additional insureds" to the extent of any and all vicarious liability but not for independent negligent acts or omissions of the additional insured.

10. Reinsurance and Excess Insurance

a. The Board is authorized to obtain and maintain specific or aggregate reinsurance or excess insurance in such amounts and which such retentions as in its discretion are advisable, if available at cost and on terms deemed by the Board to be reasonable under the circumstances. Such reinsurance or excess insurance coverage, if any, shall be as set forth in the Group's financial plan as adopted by the Board. Such coverage may be increased or decreased in the discretion of the Board.

b. The Board is also authorized and empowered to obtain and maintain other insurance, letters of credit or commitment for loans from insurance or financial institutions which in the judgement of the Board will furnish additional security and resources for payment of claims covered by the Pool in excess of the contributions made by members.

11. Proof of Coverage

At the request of a member, the Pool shall provide without unreasonable delay, to any person designated by the member, proof of coverages provided by the Pool, including any insurance or reinsurance, applicable deductible levels and the maximum liability which the pool will retain.

12. Limit of Liability

The members agree that, for the payment of any claim against the Pool or the performance of any obligation of the Pool hereunder, resort shall be had solely to the assets and property of the Pool and no member, officer or Board member of the Pool or the Group and neither the Administrator nor its designees shall be liable thereof. A member of the Pool shall have no liability to the Pool, to other members of the Pool, or to any claimant against the Pool itself or another member of the Pool, except for payment of annual contributions under this agreement, reimbursement of deductible amounts, if any, and assessments as provided pursuant to section 17 thereof and the by-laws of the Group.

13. Payment of Claims

All claims against members, if approved by the service agent and as directed by the Board, shall be paid as follows:

a. To the extent of (I) the applicable Pool's funds for each Pool year. (ii) plus any other Pool assets and reserves available and authorized by the Board therefor, and (iii) subject to the applicable limits of coverage retained by the Pool of each member;

b. Covered claims in excess of the Pool's coverage limits for each Pool years shall be paid from the reinsurance or excess insurance coverage, if any, in effect for the Pool;

c. All deductible amounts, retention amounts, and the amounts of any claims in excess of amounts available therefor under the provision of paragraphs a. and b. of this section 15 shall be the sole obligation of, and shall be paid by, the member liable therefor.

14. Reimbursable Deductible

Each member agrees that upon the payment of any applicable deductible amount by the Pool for or on behalf of a member, that such member shall reimburse the Pool therefore within 30 days of written notice from the Pool. After the specified time, interest thereon will accrue at the rate of the highest yield on the Pool's most recent investment at that time. If the reimbursable deductible has to be collected by suit, the member agrees to pay the Pool's reasonable attorney's fees and all costs incurred in the suit.

15. Contributions and Assessments

Each member agrees to pay contributions to the Pool computed in accordance with a rating plan based on reasonable assumption and certified by an actuary, approved by the Board, and as amended from time to time. If practicable, the Board will notify the member at least 180 days prior to the Pool year of the amount of the contribution for that Pool year. If less than 120 days notice is provided, the period for withdrawal as provided in section 2 shall be reduced on a pro-rata basis.

Each member agrees that the annual contributions shall be payable in full in advance of coverage unless the Board in its discretion shall determine otherwise. Such contributions are deemed earned by the Pool when received and are not subject to refund unless otherwise determined by the Board.

Whenever the Supervisory Board and the State Corporation Commission determine that the fund account is actuarially insufficient, when considering pool assets and reserves to cover known claims, both reported and unreported, the Board shall make an assessment of the members of the Pool. Such assessment shall be paid within 90 days.

In the event of the pool's deficit, the Board may adopt, following any required approval by the commission, a plan it deems equitable for the elimination of such deficit, including but not limited to the assessment of any members in the proportion which the contribution of each bears to the total contributions of all members in the year in which such deficit occurs. A member is obligated to pay any assessment which applies to the pool year in which it was a member. Such assessment may be made after the end of the Pool's fiscal year and after the member has discontinued membership in the Pool. If the assessment has to be collected by suit, the member agrees to pay the Pool's reasonable attorney's fees and all costs incurred in the suit.

Each member agrees to execute necessary authorization forms permitting the Pool or their designees to obtain information and data required in determining the experience or other rating modification of such member.

16. Reporting of Claims or Losses

All claims and accidents, or occurrences , with the potential of producing claims against a member or the Pool, irrespective of any retention or deductible, shall be promptly reported to the Board or its service agent together with such information thereon as shall be requested by the Board or service agent. All property losses by the member with the potential of being reimbursed or paid by the Pool shall also be promptly reported in like manner to the Board or its service agent. The claims and loss reports shall be in accordance with the procedures established from time to time by the Board or its service agent.

17. Defending and Handling Claims

Except as limited in the coverage forms (and regardless of the amount of any deductible), the Pool shall be responsible for investigating, handling, negotiating and defending all claims against a member which are within the purview of this agreement even though such allegations or demands are wholly groundless, false, or fraudulent. Further, with respect to such claims, the Pool shall pay all costs reasonably incurred for investigating, negotiating or defending such claims together with all interest accruing after the entry of judgement.

The Pool shall supervise and control all legal counsel on behalf of the Pool necessary for the prosecution or defense of any litigation. All legal counsel shall relay all settlement offers to the Pool or its designee and the Pool's decision regarding such offers shall be binding. A member may upon notice in writing, decline to accept settlement of a claim involving it, but in such event shall become obligated for any payment of sums about the settlement amount if a higher payout, including attorneys fees, is ultimately required.

Each member agrees to fully cooperate in the investigation and defense of any claims by supplying any information and assistance deemed by the Board, the service agent, or counsel, to be needed or helpful to handle such action. If a personal appearance by an official or employee of a member is necessary in any dispute, the expense of such appearance shall be paid by the member.

18. Subrogation/Recoveries

Each member agrees that in the event of the payment of any loss by the Pool under this agreement, the Pool shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for said loss, and in such event, the member hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

Legal and other expenses related to such recoveries shall be deducted from the amount recovered and paid to the entity which originally paid such expenses. After such recovery expenses are deducted, recoveries shall be distributed to the parties in an order inverse to that in which their respective liabilities accrued.

19. Inspection of Member's Facilities and Records

The Board, the Administrator, the service agent, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times to inspect the member's facilities and shall be permitted at all reasonable times and within five years after the final termination of the membership to examine member's books, vouchers, contracts, documents, budgets and records of any and every kind which relate to the activities of the Pool.

20. Risk Management

The Board or its designee may, but is not obligated to, provide risk management services to members, designed to assist members in following a plan of managing risk of loss and loss control which may result in reduced losses and costs. Each member agrees to initiate and maintain a safety program and agrees to follow the general recommendations of the Board and the service agent in this respect. Safety to property and the public shall have the highest priority. However, each member shall remain solely responsible for all decisions concerning its safety program and practices and may not rely upon evaluations and recommendations made by the Pool, the Board, the service agent, the administrator, or their representatives in making final decisions concerning its safety program and practices. Notwithstanding the foregoing, each member agrees for the duration of its membership in the Pool to adopt and follow such minimum risk management programs and procedures as shall be adopted, and amended from time to time, by the Board.

21. Expenditure of Pool Funds

Funds from all sources coming into the hands of the Board during any one fiscal year of the Pool shall be set aside for the Pool and shall be used only for the following purposes:

a. Payment of fees for service agents as provided in section 5 hereof.
b. Payment of a fee to the Administrator as determined by the Board.
c. Payment of lawful assessments, if any, as required by any lawful authority.
d. Payment of the cost of all bonds including errors and omissions coverage for all officers and employees, and fidelity coverage for the Group and its employees and the Administrator.
e. Payment of all legal fees, actuarial fees, accounting fees, or other miscellaneous expenses relating to the Board or the Pool.
f. Payment of the costs of any insurance policy, excess insurance policy, reinsurance treaty, loan commitment, letter of credit or similar agreement entered into directly by the Group or on behalf of the members, as deemed advisable by the Board.
g. As provided within this agreement and pursuant to the terms of the member's coverage, payment of claims, including, without limitation, settlements, awards, judgements, legal fees, investigation costs in all contested cases, appeal bonds, and establishment of reserves necessary to provide for all of the same.

h. Subject to the commission's regulations, as applicable, following the conclusion of each 12 month's operation of the Pool ("annual period"), distribution to the extent not otherwise prohibited by law to member in such manner as the Board in its discretion shall deem appropriate and equitable, such discretion being applicable to but not limited to, denying or limiting any distribution to members who have had their membership terminated or are not in good standing, and making distribution only to members with a loss ratio not in excess of a level designated by the Board, of any excess monies remaining after payment of items a. through g. inclusive above; provided, however, that no such distributions shall be made earlier than 12 months after the end of each annual period; provided further, that undistributed excess funds from previous annual periods may be distributed at any time if not required for reserves and if approved by the Board.

i. A percentage of any surplus may be allocated to a restricted surplus account to be used at the discretion of the Board, subject to any required approvals by the Commission.

j. Prior to the receipt of such funds and with prior notice to members, the Board may designate certain funds for inclusion in a capitalization account to be used for other Pool years at the discretion of the Board. Such fund may be combined with the restricted surplus account, if any.

22. Fiscal Year/Continuation of Agreement

The Group and the pool shall operate on a fiscal year from 12:01 a.m. July first to midnight of June thirtieth of the next calendar year. Application for continuing membership, when approved in writing from the members of their designee, upon payment of all sums due by the member, shall constitute a continuation of this agreement for each succeeding fiscal period unless cancelled by the Board, or unless the member shall have resigned or withdrawn from aid Group by written notice as provided in Section 2 hereof.

23. Sovereign Immunity

Nothing in this agreement shall be construed to waive or limit in any way a member's sovereign immunity.

24. Miscellaneous

a. The Group, the member which is a party hereto, and each other member, whether now or to become a member, agree to be bound by all the terms and conditions of this agreement

b. If any provision of this agreement is held invalid, such invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provision, and to that end the provisions of this agreement are severable.

IN WITNESS WHEREOF, this agreement is executed on behalf of the member herein and by the Group on behalf of the members collectively, each by a duly authorize representative.

By: _____

Authorized Representative

Name: Stafford County Public Schools

Member Organization Name

VIRGINIA ASSOCIATION OF COUNTIES
GROUP SELF INSURANCE RISK POOL (VACoRP)

By: _____

Authorized Representative