

**LOCAL GOVERNMENT LIABILITY POOL  
JOINT POWERS AGREEMENT**

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, made and entered into by the undersigned local governmental entities of the State of Wyoming, hereinafter referred to individually, as "member."

WITNESSETH;

WHEREAS, The Wyoming Local Government Self Insurance Program hereafter to be known as Local Government Liability Pool (LGLP) has received legislative authorization to submit to all participating local governments a proposal to transfer administration of the account and all functions of the local government self insurance program to a joint powers board to operate the local government self insurance program in accordance with W.S. 1-42-201 through 1-42-207, as of July 1, next following the approval of such a proposal by two-thirds (2/3) of the participating local governments;

WHEREAS, the local government insurance account within the trust and agency fund, including principal payments derived from assessments from participating local governments, all income from investments of monies in the account and payments by insurance or reinsurance companies shall be transferred to an account designated by the joint powers board created pursuant to the proposal;

WHEREAS all functions and duties of the risk manager, attorney general, local government self insurance policy board and governor under the provisions of the local government self insurance act shall be transferred to the joint powers board created pursuant to the proposal;

WHEREAS all liabilities, if any, for unasserted claims, asserted claims and pending lawsuits involving local government participants or their public employees under the provisions of the local government self insurance act are transferred to the program and the program shall assume and be responsible for the same under the provisions of W.S. 1-42-201 through 1-42-207. The State of Wyoming shall have no remaining liability to any person, firm or local government upon the transfer of funds to the program.

WHEREAS the local government self insurance program shall be operated in accordance with the provisions of W.S. 1-42-201 through 1-42-207. The program shall be administered by the risk manager under the direction of the board up to one (1) year after the transfer of the program. The program shall reimburse the Department of Administration and Information for one hundred percent (100%) of the direct costs and thirty percent (30%) of the budget of the office costs, salaries and benefits of the self insurance program within the procurement services division of the department during that period;

WHEREAS the validity of contracts, agreements or other obligations lawfully arising from the operation of the local government insurance program prior to the transfer under this proposal shall not be affected by the transfer;

WHEREAS Section 16-1-104, W.S. 1977, provides that any power privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and

WHEREAS certain counties, cities, towns and other political subdivisions within the State of Wyoming desire to join together for the purpose of establishing an insurance pool to be managed by a joint powers board.

NOW THEREFORE, in consideration of the premises the parties hereto agree as follows:

#### DEFINITIONS

As used throughout this Agreement, the following terms shall mean:

Participant or Member Entity - means any local governmental entity of the State of Wyoming which initially or later enters into the intergovernmental association by meeting the qualifications of the pool and signing the Joint Powers Agreement.

Local Governmental Entity - means cities and towns, counties, school districts, joint powers boards, public corporations, community college districts, special districts and eligible Senior Centers.

Board - means the local government liability pool board as established by W.S. 1-42-203 and this agreement.

Local Government Self Insurance Policy Board - means local government self insurance policy board as established pursuant to W.S. 1-42-105.

Eligible Senior Citizen Center - means a private, nonprofit corporation which is providing services to senior citizens described in W.S. 18-2-105 in a geographical area which is not otherwise served by a senior citizen center which participates in the local government self insurance program.

#### ESTABLISHMENT OF THE BOARD

The LGLP board shall consist of seven (7) members. The executive director of LGLP shall be a permanent ex-officio member of the board. All prospective members to the initial board shall be appointed by the LGSIP Policy Board. Thereafter, nomination and election shall be held in the manner prescribed by those rules adopted by the LGLP board. The board shall be comprised of two (2) county commissioners, two (2) elected municipal officials, two (2) representatives of special districts and one (1) at large member. Members of the LGLP board shall be elected from among participating local governmental entities upon the vote of the governing body of the member entities. The initial members appointed by the Local Government Self Insurance Program (LGSIP) policy board shall be by mutual agreement with staggered terms of one (1), two (2), and three (3) years. Current members of the Local Government Self Insurance Program (LGSIP) policy board shall be eligible for appointment and re-election. Thereafter, members shall serve for three-year terms.

## ORGANIZATION

Promptly following the appointment of its members, the LGLP board shall meet, organize and elect a chairperson, vice-chairperson, secretary and treasurer. The secretary shall file a certificate with the clerk of the governing body of each member entity with the County Clerk of each county of the members, and with the Secretary of State, as may be required by law.

Board members and other officers of LGLP shall be bonded in such amounts and in such manner as the board shall determine; provided LGLP shall pay the cost of such bonding.

LGLP board may adopt rules and regulations as it deems appropriate and consistent with Title 16, Chapter 1, W.S. 1977, and any amendments thereto and W.S. 1-42-203, to govern its operations; provided, that it shall meet at least once every three months, or at the call of the chairperson, or within five (5) days after a written request of a majority of its members.

LGLP may employ or contract for such technical, legal, administrative and clerical assistance and engage such research and consulting agencies as it deems appropriate.

## PURPOSE

The purpose of the Agreement shall be:

- (a) To provide a method of jointly pooling funds on a self insurance basis against liabilities under the Wyoming Governmental Claims Act and arising under federal law;
- (b) To procure insurance, including reinsurance, purchase loss prevention, actuarial and other professional services as required by the board;
- (c) To create and maintain a central loss fund to pay the cost of the self insured portion of losses covered by any insurance policy purchased by the board;
- (d) To implement a risk management incentive program;
- (e) To administer these programs; and
- (f) any other element deemed necessary for the furtherance of these purposes.

## BOARD POWERS

The LGLP board shall have the powers specified in W.S. 1-42-201 through 1-42-207, to include:

- (a) To administer the program,
- (b) To arrange and pay for legal services for the defense of claims covered by this agreement;

- (c) To procure insurance, including reinsurance, purchase loss prevention, actuarial and other professional services as determined appropriate by the board;
- (d) To establish assessments as necessary to operate the program on an actuarially sound basis;
- (e) To apportion and collect assessments from each participating local government;
- (f) To establish deductibles or retentions as deemed necessary for the efficient operation of the program;
- (g) To adopt rules governing the administration of the program; and
- (h) To deny a local government participation in or to terminate a participant from the program for a failure to pay the assessment under this agreement.

#### MEMBER COOPERATION

Each member agrees to furnish such records, reports and statistics as may be reasonably required by LGLP to determine the member's assessments, and to execute all standard forms and documents which may be required by an insurance company or companies selected by the board to provide desired coverage.

#### LIMIT OF LIABILITY

A member shall have no liability to LGLP, to other members of LGLP, or to any claimant against LGLP, except for making such payments as are required under this Agreement. The program shall be limited to liability to payment of no more than five hundred thousand dollars (\$500,000.00) for any one (1) occurrence plus loss adjustment expenses. The participating local government shall be responsible for the amount of any adjudicated claim and expenses in excess of this amount.

#### CLAIMS

Members agree to immediately report and forward all claims pursuant to the rules adopted by the board. Any claim covered under this agreement may be compromised or settled according to the rules of the board. The provisions of the Wyoming Administrative Procedure Act are not applicable to the payment or settlement of claims. The board has no liability, and no cause of action exists against the board for failure to settle any claim. Members agree to furnish any information reasonably required and to cooperate with the board or its representative in the settlement or defense of any claim.

#### TERMINATION OF COVERAGE

In addition to termination for non-payment as referred to above, a member's coverage and participation may be terminated by LGLP for failure to comply with other terms of this Agreement or the rules and regulations of LGLP or for adverse claims experience over an extended time as shall be determined by LGLP in its sole discretion. In such event LGLP shall give written notice of termination or non-renewal to the member entity which shall set forth the particular reason for termination. Termination under this

paragraph shall be effective thirty (30) days after the date of Notice unless the member entity requests a hearing in writing pursuant to the provisions of the Wyoming Administrative Procedure Act. In the event a member's coverage is terminated under this Agreement, such member may not again become a member for a period of one (1) year from the date of termination.

#### MEMBER RESPONSIBILITY

The obligations and responsibilities of the member set forth herein, including the obligation to take no action inconsistent with the Agreement and by-laws and rules and regulations as originally written or amended, shall remain a continuing obligation and responsibility of the member. The terms of this contract may be enforced in a court of law either by the Board itself or any member entity. The consideration for the duties herewith imposed upon the members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreement of the members set forth herein. The parties do not intend by this Agreement to waive any defenses available under the law, including sovereign or governmental immunity; nor do any of the parties intend to waive any provision of the Wyoming Governmental Claims Act.

#### TERM

The term of this Agreement shall commence on July 1, next following approval or the agreement pursuant to W.S. 1-42-113(a), and shall continue in force from said date until terminated.

#### APPROVAL

This Agreement shall become effective as to those members by whom it has been approved when the Agreement has been approved by the Attorney General of the State of Wyoming and when executed by the governing body of that member entity. Execution by members may be in counterparts, in which case all agreements so executed shall, when taken together, be construed as one agreement.

#### MEMBER WITHDRAWAL

A member entity may withdraw as a party to the Agreement upon giving LGLP three (3) months prior written notice of intent to withdraw.

#### DISSOLUTION

In the event of dissolution of LGLP, which may be had by the vote of three-fourths (3/4) majority of LGLP member entities, all remaining assets, after payment of all valid claims, obligations and expenses shall be returned to the current members in proportion to their total contributions.

#### AMENDMENTS

This Agreement can be amended at any time, and, but for any amendment other than the addition of a new member entity, such amendment must be re-approved by all members' governing bodies as it constitutes a revision of a binding contract. Any proposed amendment shall require a thirty (30) day notice of intent to amend be issued to all Board members, and the amendment must then be approved by a majority of the Board at a Board meeting, prior to submission to the governing bodies of the member entities for re-approval.

SEVERABILITY

The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a Court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect any other person, circumstance, term or provision which can be given effect without the invalid provision or application.

EXECUTION

This Agreement may be approved by executing a counterpart hereof, in which case each executed counterpart shall, when taken together, with all other executed counterparts, be considered as one binding agreement between all signatories. The addition of parties to the Agreement can be accomplished at any time in the future by the execution of the "Amendment to Add Party to LGLP Joint Powers Agreement", attached hereto as Exhibit "A", by the new member and by authorized agent of LGLP.

ATTEST:

Governing Body

\_\_\_\_\_

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\_\_\_\_\_  
Clerk of Governing Body

By: \_\_\_\_\_  
County Commissioner, Mayor and/or  
President of Governing Body

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