

SECOND ~~THIRD~~ AMENDED  
INTERGOVERNMENTAL AGREEMENT

1. Parties. The Parties to this Agreement are Arizona Counties, and other public entities **agencies** as approved by the Pool, which are signatories hereto ("Party" and/or "Parties") ~~and other Arizona counties participating in this Agreement by way of Addenda ("Party" and/or "Parties")~~. The parties enter into this Intergovernmental Agreement ("Agreement") to ~~form a risk retention pool~~ **provide to the Parties insurance and insurance services relating to their exposures for property, fidelity, employment, employer's liability, workers' compensation, liability losses, and other losses as may be permitted by law, pursuant to A.R.S. Section§§ 11-952 and 11-952.01 under the name Arizona Counties Insurance Pool ("Pool/ACIP").**

**Comment [TD1]:** This is a redline version from the current property and casualty pooling agreement, called the Second Amended Intergovernmental Agreement

**Comment [TD2]:** Note that the current language allows the addition of parties other than counties. We decided to leave this, with the understanding that adding any party requires 100% consent of the participants.

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

**Comment [TD3]:** We are combining under one agreement all of the activities under the name of ACIP, including both the property and casualty pool and the workers' compensation pool.

2.1 **Arizona Revised Statutes § 11-952 provides that two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action.**

**Comment [TD4]:** This change simply recites additional authority for the agreement. This change helps with possible mismatches between what the pool does and what the statute provides. This is a more general statute for intergovernmental agreements.

2.2 **Arizona Revised Statutes § 11-952.01(A) permits two or more public agencies to enter into contracts or agreements for the joint purchasing of insurance, including reinsurance, or to pool retention of their risks exposures for property, fidelity and liability losses and to provide for the payment of such property losses loss, fidelity loss or claims of liability made against any member of the Pool the pool, including any elected or appointed official, officer or employee covered by the pool, on a cooperative or contract basis with one another.**

**Comment [TD5]:** This paragraph updates the list of services provided by ACIP.

2.3 **Arizona Revised Statutes § 11-952.01 (B) permits two or more public agencies to establish a workers' compensation pool to provide for the payment of workers' compensation claims pursuant to title 23, chapter 6 on a contract basis with one another.**

**Comment [TD6]:** This section effectuates adding the workers' compensation pool to this agreement.

2.4 The governing board of each Party has determined that it is in the Party's best interest and in the public interest that this Agreement be executed and that each Party shall participate as ~~a member of the Pool created by~~ **in ACIP as set forth in this Agreement.**

2.5 The governing board of each Party has determined that that Party should join together with the other Parties for the purposes of the purposes of:

a. Providing coverages for:

1. property,
2. automobile liability,
3. workers' compensation and employer's liability,
4. general liability, including employment practices liability, public officials liability, and law enforcement liability, and
5. automobile physical damage,

and at the option of the Board other coverages as may be permitted by law;

- b. developing effective risk management programs to reduce the amount and frequency of their losses;
- c. pooling their self-insured losses;
- d. jointly purchasing excess insurance or reinsurance; and
- e. adopting Memoranda of Coverage;
- f. providing claims services and claims administration;
- g. providing or purchasing such administrative services as the Board of Trustees of the Pool ACIP determines is necessary for the appropriate administration of the Pool ACIP, and;
- h. purchasing or providing other insurance or risk management services.

**Comment [TD7]:** This paragraph modernizes the language from the old agreement to recognize and permit the activities now being conducted by the pool, or which may be reasonably done in the future.

3. Term of Agreement. This Agreement shall become effective upon its execution and filing with the Secretary of State in accordance with A.R.S. § 11-952 and § 11-952.01 upon the later of July 1, 2012 or the approval of all parties as provided in paragraph 22, and shall continue in force and effect for a period of ten years or until terminated in accordance with the terms and provisions of this Agreement. This Agreement may be renewed for an additional ten year term by mutual agreement by part or all of the Parties prior to the expiration of the original or any renewal term of this Agreement.

4. Modification of Agreement. This Agreement may be modified and/or amended by Addenda. An addendum shall be effective when approved by all the Parties. An addendum may include an agreement by the Parties to add new parties

or to permit a new or existing party to participate in the Pool ACIP on terms and conditions different than those set forth in this Agreement.

5. Coverages. Coverages shall be as follows:

5.1 The specific risks exposures covered by the Pool ACIP, the procedure for making claims against the Pool ACIP, the means and procedures for defending against such claims, the persons or entities to be indemnified by ACIP such Pool, the limitations and exclusions on coverage, and various other matters necessary or appropriate to the functioning of the Pool ACIP are more particularly described in the Memorandum one or more Memoranda of Coverage and Bylaws which shall be adopted by the Board of Trustees of the Pool (hereinafter referred to as "Board"). The terms of the Memorandum of Coverage may be amended by a majority vote of the Board from time to time; provided that all Parties shall be given at least ninety (90) days prior written notice thereof; and provided further that the form of the Memorandum of Coverage shall be similarly amended at the same time for all Parties. The participation of a Party in any Memoranda of Coverage may be under different terms from other parties, as determined by the Party and the Board, and as defined by separate agreement.

Comment [TD8]: This section is intended to provide for flexibility.

5.2 The Board shall process, and defend and pay all claims against the Parties which are included under the scope of the Memorandum of Coverage and as otherwise determined by the Board. The Parties shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. A list of current claims of each Party together with the status (pending) or disposition of each claim, shall be provided periodically to each Party. Each Party shall be notified as required by section 1718.1 prior to settlement or payment of claim.

5.3 ACIP shall develop and implement programs for risk management and loss control and make them available to the Parties. The Parties may act cooperatively to share information and to implement programs developed by individual parties.

Comment [TD9]: This was not in the prior agreement, but it should have been.

5.4 A Party is not relieved of its liability for claims against the Party incurred during the Party's participation in this Agreement, except through the payment of losses by ACIP or by the Party.

Comment [TD10]: This is from other pool documents and just reflects the obvious; that a county is responsible for its own losses except to the extent that the pool pays under the terms of its memorandum of coverage.

6. Participation. Based on such understandings and in furtherance of such purposes, the Parties agree to establish and participate in the Pool ACIP under the following terms and conditions:

~~6.1 This Agreement shall continue until July 1, 1998, unless earlier terminated as provided herein or extended by mutual agreement.~~

**Comment [TD11]:** This is incorporated elsewhere. It really does not belong here.

6.1 Participation in this Agreement may not be terminated by any Party during the initial thirty-six (36) months after the initial entry ~~day~~ **date** of a Party except that coverage may be suspended or terminated as provided herein for nonpayment of premiums or other violations by a Party ~~of~~ **under** the terms of this Agreement.

6.2 Participation in this Agreement may be terminated by any of the Parties, at any time after the initial thirty-six (36) months from initial entry, effective as of the last day of ~~the Pool~~ **ACIP's** fiscal year, by written notice of termination given at least ~~ninety (90) days~~ **one year prior to the last day of ACIP's fiscal year.** ~~prior to such anniversary date.~~

~~6.3 This Agreement may be renewed for an additional ten (10) year term by mutual agreement by part or all of the Parties prior to the expiration of the original or any renewal term of this Agreement.~~

**6.3 Participation in this Agreement may be terminated as to any Party by a two thirds vote of the Board.**

**Comment [TD12]:** This is new and permits a member to be expelled by the Board on a two thirds vote. Note that the expelled member will still get a transition time.

7. Termination of ~~the Pool~~ **ACIP.** ~~the Pool~~ **ACIP** shall be terminated upon the first to occur of any of the following events:

7.1 When all Parties but one in ~~the Pool~~ **ACIP** have ceased to participate;

7.2 At such time as the Board shall determine that the number of participating Parties and/or the size of ~~the Pool~~ **ACIP** is too small to adequately indemnify against the ~~risks~~ **exposures** specified in the Memorandum of Coverage, by a two-thirds affirmative vote of the Board.

Any termination pursuant to 7.2 above shall not be effective until the Board shall have given each participating Party at least ~~ninety (90) days'~~ **six months** written notice of such termination. Upon termination of ~~the Pool~~ **ACIP**, adequate provisions shall be made for all pending and anticipated claims against the Parties based on a sound actuarial study.

8. Pool **ACIP** Funding. ~~the Pool~~ **ACIP** shall be funded as follows:

8.1 Deposit of Premium **Contribution.** ~~As of the effective date of this Agreement, on or before the first day of each fiscal year of the~~

**Comment [TD13]:** This is an update to reflect current practices.

~~Pool thereafter, At such dates as may be determined by the Board, the anticipated liabilities and expenses of the Pool ACIP for the fiscal year or portion thereof shall be actuarially calculated by the Administrator based on use of services, loss history, and other underwriting criteria the Pool and as approved by the Board. Such liabilities and expenses shall include expected losses to be covered by the Memorandum of Coverage, the cost of excess insurance and reinsurance, the costs of claims services, the cost of other administrative services, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be allocated among the Pool ACIP's participating Parties based on the pro rata exposure of each Party as that Party's exposure relates to the total exposure of the Pool. The amount of each Party's exposure shall be and as otherwise determined by the Pool Administrator and approved by the Board based on each Party's utilization of resources upon criteria and rating assumptions uniformly applied to each Party. Each Party agrees to furnish all information requested by the ACIP Pool Administrator as necessary to determine the relative exposure of the Party Parties. The Each Party shall pay its deposit premium for the whole year to the Pool ACIP in cash within thirty (30) days of such notification, or by such later date as shall be specified in the notice.~~

**Comment [TD14]:** This provision increased flexibility to accommodate different programs.

- 8.2 Retrospective Premium Contribution Adjustment. A retrospective premium contribution calculation formula shall may be as adopted by the Board prior to the beginning of each fiscal year. The formula shall consider the expenses of ACIP and the losses and exposures of each Party and of the entire Pool. The deposit premium contribution paid for the fiscal year shall be applied as a credit against the retrospective premium contribution. Retrospective premium contribution adjustments for each fiscal year shall be made eighteen (18) months after the close of the year and shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year. Each Party shall remain liable for such adjustment regardless of the Party's withdrawal from participation or the termination of this Agreement.

**Comment [TD15]:** ACIP does not do this. But, it is conceivable, so we left it in. It could come into play if a party leaves the pool.

- 8.3 Assessment. If the Pool ACIP becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, each Party shall be assessed by the Board for an additional contribution equal to its contribution for the then current fiscal year divided by the contribution of all participants for such year, times the amount of the deficiency, up to the limit specified in A.R.S. 11-952.01(H). In such case the Board shall determine the cause of the insolvency, which may be an overrun in expected costs in one or more risk retention pools, or an

**Comment [TD16]:** Same here. It is safe to leave this in.

overrun in administrative costs. The Board shall assess contributions in a manner that reflects each party's participation in the cause or causes of the insolvency, up to the limit specified in A.R.S. § 11-952.01(O). For example, if the insolvency is caused by overruns in a particular risk retention pool, then only those Parties participating in that risk retention pool shall be subject to assessment. Each such assessment, and the manner of calculating the same, shall be given to each Party in writing, and the Party shall thereafter have sixty (60) days in which to pay the amount of such assessment. Each Party shall remain liable for such assessments, regardless of the Party's withdrawal from participation or the termination of this Agreement for liabilities of the Pool incurred during the Party's period of membership.

**Comment [TD17]:** This is an update and recognizes that there are different risk pools.

- 8.4 Loss Claims Reserves. ~~the Pool~~ ACIP shall maintain funds adequate to pay incurred claims which shall include known incurred losses and an estimate of incurred but not reported claims **as may be appropriate for pooling participation.** ~~the Pool~~ ACIP shall also maintain contingency margins deemed appropriate by the Board.
- 8.5 Banking Relationships. ~~the Pool~~ ACIP may enter into a financial services agreements with banks **and other financial institutions** and may issue checks in its own name to carry out the terms of this Agreement. **ACIP may invest its monies in equity securities, mutual funds and investment funds registered with the United States Securities and Exchange Commission, debt obligations and any eligible investment permitted by A.R.S. § 35-323.** ~~Controls shall be established and funds shall be invested so that the Pool is managed in a conservative, prudent manner, as shall be more explicitly set forth in the Bylaws.~~
- 8.6 Distribution of Surplus. At the termination of ~~the Pool~~ ACIP's existence, any surplus funds in ~~the Pool~~ ACIP over and above those necessary to pay or reserve against the expenses and liabilities of ~~the Pool~~ ACIP shall be distributed among the then existing Parties that are participants in ~~the Pool~~ ACIP. Such distribution shall be allocated among such participants **as required by law and as may be determined by the Board** ~~in proportion to the payment made by each Party during the preceding five years.~~

**Comment [TD18]:** This language is required by statute. It does not mean that ACIP will change its investment policies.

9. Workers' Compensation Provisions. **The following provisions shall apply to the provision of workers' compensation insurance only:**

**Comment [TD19]:** This section ties in the workers' compensation functions.

9.1 ACIP shall provide such coverages to the employees of the Parties as meet the requirements for a self-insured employer under A.R.S. § 23-961.

9.2 The Board from time to time may, at its discretion, distribute surplus funds, or apply surplus funds to a Party's balance in other risk retention pools, based upon an experience formula as may be approved by the Board. Any experience formula shall be approved by a two thirds vote of the Board.

10. Suspension. In the event any Party shall fail to make its contribution as specified herein, or shall fail to comply with any of the other terms of this Agreement, or the membership conditions as set forth in the Bylaws, the Board may, if such default is not cured within ten (10) days' written notice to the Party, suspend the Party's coverage under this Agreement for a period of up to eighty (80) days without further notice or action. The notice of default shall advise the Party that if the default is not cured within the ten (10) day period, termination of the Agreement may occur ninety (90) days after the notice of default. During such eighty (80) day suspension period, the Board shall determine if suspension shall be made permanent, in which case the Agreement shall be deemed terminated effective as of the ninety (90) days following from the written notice of default, or the circumstances, if any, under which the Party's participation in the ~~Pool~~ ACIP and the effectiveness of this Agreement may be restored. Should the Party be permanently suspended and this Agreement terminated, the Party shall forfeit all rights to any distribution of ~~Pool~~ ACIP surpluses or property upon the termination of the ~~Pool~~ ACIP. Regardless of such termination, however, the Party's liability for retrospective premiums and assessments under Section 8-2 above shall be unaffected.

11. Effect of Withdrawal or Expulsion. The withdrawal or expulsion of any Party after its inception in the ~~Pool~~ ACIP will not terminate its responsibility:

- 11.1 to cooperate fully with the ~~Pool~~ ACIP in determining the cause of losses and the settlement of claims as described in the Memorandum of Coverage;
- 11.2 to pay any retrospective premium adjustments and assessments determined by the Board to be due and payable for each year of participation;
- 11.3 to provide the ~~Administrator~~ Executive Director with such statistical and loss experience data as may be necessary for the ~~Administrator~~ Executive Director to carry out this Agreement; and
- 11.4 to cooperate with the Board and assist the ~~Administrator~~ Executive Director and any insurer, common claims adjuster or legal ~~council~~ counsel retained by the ~~Pool~~ ACIP, in all matters relating to this Agreement.

11.5 to pay all expenses of claims administration, administrative expense and other costs incurred in administering claims run off or the purchase of tail coverage; and

11.6 to pay any other expenses incurred by ACIP due to reductions in force or other employee or contract expenses incurred by the departure of the particular Party and particular to that Party.

**Comment [TD20]:** This clears up the issue of a run off of claims.

12. Board of Trustees. the Pool ACIP shall be operated ~~operated~~ administered by a Board of Trustees consisting of at least five (5) persons who are elected officials or employees of the Parties. Each Party shall appoint a Board member if there are at least five Parties signatory hereto. If there are less than five Parties signatory hereto, each Party shall appoint two Board members. Each Party must designate its Board member in writing. Each Board member shall be entitled to one vote in all matters that come before the Board.

13. Loss Control. ACIP may, with the approval of the Board, establish Loss Control Programs to be adopted and implemented by the Parties. The Executive Director may issue periodic loss-control recommendations to assist in control of identified risks. ACIP may, in its discretion, make services available to the Parties to assist in the implementation of a Loss Control Program or loss-control recommendations. The Parties agree that they will cooperate in the implementation of any and all loss-control recommendations and Loss Control Programs. Should any Party disagree with a loss-control recommendation issued by the Executive Director, that Party may request that the Board review the recommendation at its next scheduled meeting. A decision by the Board shall be final and binding on all Parties. Failure by a Party to comply with a directive by the Board may be subject to suspension pursuant to Section 10 of this Agreement.

**Comment [TD21]:** This is a rewrite suggested by Dave Hunt.

~~the Pool will supply loss control services to the Parties to assist them in following the plan of loss control that may result in reduced losses. The Administrator shall provide all of the services as provided in an Agreement entered into between the Administrator and the Pool on behalf of the Pool members. The Parties agree that they will cooperate in instituting any and all loss control recommendations. In the event that the loss control recommendations submitted by the Administrator on behalf of the Pool seem unreasonable, the Party has a right to appeal to the Board. The Board shall hear the objections of the Party at the next regularly scheduled meeting and decisions of the Board will be final and binding upon all the Parties. Any Party who does not agree to follow the decision of the Board may be subject to suspension as provided herein.~~

14. Duties of the Board. The Board shall:

14.1 Establish the terms and conditions of coverage within the Pool ACIP, including exclusions of coverage;

- 14.2 Ensure that all claims covered by the Memorandum of Coverage for which each member incurs liability during the Party's period of membership are paid promptly;
- 14.3 Take all necessary precautions to safeguard the assets of the Pool ACIP;
- 14.4 Maintain minutes of its meetings;
- 14.5 Designate an ~~administrator~~ Executive Director to carry out the policies established by the Board and this Agreement and provide day-to-day management of the Pool ACIP and delineate in the written minutes of its meetings the areas of authority delegated to the Executive Director ~~administrator~~; and
- 14.6 Notify the ~~Arizona~~ Director of the Department of Insurance and the Director of the Industrial Commission of the existence of the Pool and file with such Director and with the Arizona Attorney General a copy of this Agreement, which the Attorney General shall file with the Secretary of State as prescribed by Section A.R.S. § 11-952.01(H)(3)(6).

In accordance with A.R.S. § 11-952.01(C), the Board shall not:

- a. Extend credit to a Party for payment of a premium, except pursuant to payment plans established by the Board; and
- b. Borrow any monies from the Pool ACIP or in the name of the Pool ACIP except in the ordinary course of business.

15. Powers of the Board. The Board may:

- 15.1 Establish offices where necessary in the State of Arizona and employ necessary staff to carry out the purposes of the Pool ACIP;
- 15.2 Retain legal counsel ~~council~~, actuaries, auditors, engineers, private consultants, claims adjusters and advisors;
- 15.3 Make and alter Bylaws and rules pertaining to the exercise of its purpose and powers;
- 15.4 Purchase, lease or rent real or personal property as the Board deems necessary;
- 15.5 Enter into financial services agreements with banks and issue checks in its own name as provided in paragraph 8.5 above; and

15.6 Perform claims administration services and defend and settle claims; and

15.6 Perform such other matters and enter into other contracts as may be necessary to carry out this Agreement.

16. Inspection and Audit. ~~the Pool~~ ACIP and its representatives shall be permitted, but shall not be obligated, to inspect each Party's properties and operations at any time. Neither ~~the Pool~~ ACIP's right to make inspections nor the making thereof shall constitute an undertaking, on behalf of or for the benefit of the Party or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule, or regulation.

16.1 ~~the Pool~~ ACIP may examine and audit a Party's books and records at any time during the period the Agreement is in effect, and during any extensions hereof, and within three years after the final termination of this Agreement, insofar as said books- and records may relate to the subject matter of this Agreement.

16.2 ~~the Pool~~ ACIP shall be audited annually at the expense of the Pool ACIP by a certificated public accountant, and a copy of the report shall be submitted to the governing boards of the Parties and to the Director of the Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of ~~the Pool~~ ACIP including an estimate of the incurred but not reported claims. ~~the Pool~~ ACIP shall also pay the cost of any examination of ~~the Pool~~ ACIP and its reserves by the Director of Insurance as permitted by A.R.S. § 11-952.01(F).

17. Bylaws and Rules of Operation. The Board may make bylaws and rules pertaining to the exercise of its purpose and powers. The ~~initial~~ current ACIP Bylaws for the Pool shall be adopted ~~no later than six (6) months from the time~~ continue in full force and effect under this Agreement provided that the ~~is executed~~. The Board may, from time to time, propose revisions to said Bylaws, which shall become effective only upon approval by a two-thirds majority of the ~~all~~ members of the Board. The Board may also from time to time adopt, by majority vote, policies, rules, and procedures for the administration and operation of ~~the Pool~~ ACIP by a majority vote of the Board so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provision of the Bylaws, policies, rules or procedures shall be inconsistent with the terms of this Agreement.

18. Objection to Payment of Claims.

18.1 Any Party may object to a decision by the Board to resolve a claim on behalf of that Party. An objection must be filed within ten days after notice to the Party of the Board's intention to pay a claim, and must be authorized by the Objecting Party's risk manager or county manager. The objection shall state specific reasons why the Objecting Party contends that the claim should

Comment [TD22]: Both 18.1 and 18.2 are a rewrite suggested by Dave Hunt.

not be resolved in the manner proposed by the Board. The Board will schedule a meeting during which formal action will be taken upon the objection and shall provide written notice to the Objecting Party including the date, time and location of the meeting. Upon conclusion of the meeting, the Board shall provide notice of its decision to the Objecting Party.

- 18.2 Should the Board's decision be adverse to the result sought by the Objecting Party, the Objecting Party shall provide written notice to the Board stating whether or not the Objecting Party intends to assume control of the litigation. If the Objecting Party assumes control of the litigation, ACIP shall reimburse the Objecting Party for all costs of defense, settlement, or judgment actually incurred by the Objecting Party, up to the amount which ACIP initially determined was necessary to resolve the claim, reduced by expenses incurred by ACIP. The Objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If upon notice of the Board's decision, the Objecting Party elects not to assume the control of the litigation, ACIP will retain all control and responsibility for the defense of the claim and liability for the litigation including, but not limited to, final resolution of the claim.

~~Each participating Party shall have the right to object to the Board's decision to pay a claim. If a Party objects it has the right to decide to assume control of the litigation. If it so decides, the Pool shall pay to the Party all defense, settlement, or cost of judgment actually incurred by the Party, but only up to the amount which the Pool initially determined was necessary for the Satisfaction of the claim and reduced by expenses incurred by the Pool. The objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If the participating Party objects, but elects not to assume the control of the litigation, then the Pool will retain all control and responsibility for the defense of the claim and liability for the litigation.~~

~~Any objection must be filed within ten (10) days after notice of the Board's intention to pay a claim. The objection shall state specific reasons why the Board should not authorize payment of the claim. After an objection is filed, the Board shall give notice to the objecting Party and thereafter hold a meeting, at which time formal action will be taken upon the objection. A Party must state that it will assume control of the litigation immediately upon receipt of notice of the Board's decision.~~

18.3 The Board shall have the right to pay any claim which does not exceed ~~Fifteen~~ **Fifty** Thousand Dollars (\$~~15~~**50**,000.00) without providing notice of intent to pay the claim, unless the Party has filed a written request for notice of intent to pay the claim prior to payment. **The authority of the Board and the Executive Director to settle and pay claims may be defined to a greater extent in the Bylaws. Each participant in this Agreement thereby appoints the Executive Director of ACIP as its attorney in fact with full authority to settle claims within the authority provided by this Agreement, by the Bylaws, by the Memoranda of Coverage, or by the Board.**

**Comment [TD23]:** This modernizes the agreement by raising the claim limit from \$15, to \$50k. This recognizes the reality of costs these days (e.g. a single vehicle can easily top \$40k)

18.4 All Parties to this Agreement are entitled to any and all information concerning claims made against them. ~~This~~ **Claims** information shall be treated as confidential to the greatest extent which the law will allow.

19. Place of Business. ~~the Pool~~ **ACIP** shall establish a principal place of business within Arizona and shall notify all participants of such location.

20. Conformity with Law. In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

21. Fiscal Year. The fiscal year shall begin on July 1 of each year and end of June 30 of each year.

22. Authorizing Action. This Agreement shall become effective **upon its effective date as set forth in paragraph 3 of this Agreement and** only upon

- a. The execution and delivery of this Agreement by an authorized representative of **each** ~~the~~ Party on behalf of the Party and approved by the **Party's** ~~respective~~ County Attorney **as to form;**
- b. ~~The filing by the Board of a fully executed copy of this Agreement with the Director of Insurance and the Attorney General as required by A.R.S. § 11-952.01(H)(B)(6); and.~~
- c. ~~The filing of a copy of this Agreement with the Arizona Secretary of State by the Attorney General pursuant to A.R.S. §§ 11-952(E) and § 11-952.01(B)(6).~~

23. Liability. No Party shall, by reason of this Agreement, have any liability for claims brought by third Parties against any other Party other than the obligation to contribute certain funds to ~~the Pool~~ **ACIP** as expressly provided herein. The liability for any claim against a Party shall remain the sole and exclusive liability of the Party; the obligation of ~~the Pool~~ **ACIP** is to indemnify that Party against such

loss as provided in the Memorandum of Coverage to the extent and under the conditions contained therein.

24. Replaced Agreements. This Agreement replaces the Second Amended Intergovernmental Agreement filed with the Secretary of State on August 10, 1992 and renewed on August 10, 1998 and again on March 30, 2009 and the Intergovernmental Agreement for a Workers' Compensation Pool filed with the Secretary of State on July 13, 1994 and renewed on June 30, 2004.

**Comment [TD24]:** This makes it clear that ACIP is now governed under one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board

APPROVAL: This Agreement is in proper form and it is within the power and authority granted under the laws of the State of Arizona to the Board of Supervisors of \_\_\_\_\_ County.

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
Deputy County Attorney