



Nevada Public Agency Insurance Pool  
Public Agency Compensation Trust  
201 S. Roop Street, Suite 102  
Carson City, NV 89701-4779  
Toll Free Phone (877) 883-7665  
Telephone (775) 885-7475  
Facsimile (775) 883-7398

**Notice of Joint Meeting and Agenda of  
Executive Committees of  
Nevada Public Agency Insurance Pool and  
Public Agency Compensation Trust**

**Date: Friday, February 23, 2018**

**Time: 10:00 A.M.**

**Place: at 201 S. Roop Street, Carson City, NV 89701**

**Conference Call-In Phone No: 1-800-593-9034; Passcode: 150420**

**AGENDA**

**Notices:**

- 1. Items on the agenda may be taken out of order;**
- 2. Two or more items on the agenda may be combined for consideration**
- 3. Any item on the agenda may be removed or discussion may be delayed at any time**
- 4. The general Public Comment periods are limited to those items not listed on the agenda. Public Comment periods are devoted to comments by the general public, if any, and may include discussion of those comments; however, no action may be taken upon a matter raised under Public Comments until the matter itself has been included specifically on an agenda as an item upon which action may be taken. Public Comments are Limited to Three Minutes per Person.**
- 5. At the discretion of the Chair of the meeting, public comments on specific agenda items may be allowed, but must be limited to the specific agenda item.**

- 1. Roll**
- 2. Public Comment**
- 3. For Possible Action: Proposed Resolution of Dispute Regarding Assessments paid by Douglas County to PACT for Workers Compensation Coverage for Years 2005-06 through 2015-16.**

**The Executive Committees of NPAIP and PACT may interrupt the open meeting and exclude the public for the purpose of having an attorney/client discussion of potential and existing litigation pursuant to NRS 241.015(2)(b)(2).**

- 4. For Possible Action: Consent Agenda**
  - a. Approval of Minutes of Meetings:**
    - 1. Joint Meeting of November 8, 2017**
    - 2. POOL Executive Committee December 15, 2017**
  - b. Approval of PARMS Lease extension from July 1, 2018 to July 1, 2019 to coordinate dates with PARMS Service Contract dates**

- c. **Approval of a one-year extension option from May 1, 2018 to May 1, 2019 allowable under the existing Information International Associates (Tony Rucci) contract.**
5. **For Possible Action: Investment Strategies**
  - a. **Review/Revise Investment Guidelines for NPAIP and PACT**
  - b. **NEAM and SAA Investment Update**
6. **For Possible Action: Board Retreat September 20-21, 2018 for NPAIP and PACT**
  - a. **Retreat Focus and Planning**
  - b. **Retreat Facilitator Veronica Frenkel**
7. **For Possible Action: Review of 2017 Financial Audit of**
  - a. **Public Risk Mutual**
  - b. **Public Compensation Mutual**
8. **For Possible Action: Acceptance of Reports:**
  - a. **Executive Director**
  - b. **Chief Operations Officer**
  - c. **Chief Financial Officer**
  - d. **Risk Manager**
  - e. **Human Resources Manager**
  - f. **ASC – Claims Manager**
9. **For Possible Action: Approval of POOL Form Amendments/Endorsements for Fiscal Year 2018-2019**
10. **For Possible Action: Review of NPAIP and PACT Program Renewal Status and Options**
  - a. **Willis Pooling Report**
  - b. **Review of Reinsurance Coverage and Retention for NPAIP and PACT**
  - c. **Renewal Reinsurance Strategies**
11. **For Possible Action: Review of Services and Approval of**
  - a. **PACT Budget for 2018-2019**
  - b. **NPAIP Budget for 2018-2019**
  - c. **Report of adopted PRI Budget for 2018-2019 grant period**
12. **For Possible Action: Approval of Prospective Members of NPAIP and/or PACT**
  - a. **Carson Montessori Charter School**
  - b. **Nevada Association of Conservation Districts**
  - c. **Mineral County Housing Authority**
  - d. **Walker Basin Conservancy**
13. **For Possible Action: Review and Revise Drafts of April 19-20,2018 Annual Meeting Agendas Including:**
  - a. **Executive Committee and Officers Up for Election at the Annual Meeting, Candidates and Conduct of the Elections**
  - b. **Draft Joint Board Agenda, NPAIP Board Agenda, PACT Board Agenda**
  - c. **Proposed Amendments to POOL and PACT Interlocal Cooperation Agreements and Bylaws**

**12. Public Comment**

**13. For Possible Action: Adjournment**

This Agenda was posted at the following locations and linked to the Official State Website

<https://notice.nv.gov>:

N.P.A.I.P.  
201 S. Roop  
Carson City, NV 89701

Carson City Courthouse  
885 E. Musser Street  
Carson City, NV 89701

Eureka County Courthouse  
10 S. Main Street  
Eureka, NV 89316

Churchill County Courthouse  
155 North Taylor Street  
Fallon, NV 89406

**NOTICE TO PERSONS WITH DISABILITIES**

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Nevada Public Agency Insurance Pool in writing at 201 S. Roop Street, Suite 102, Carson City, NV 89701-4790, or by calling (775) 885-7475 at least three working days prior to the meeting.

## **Report re: Douglas County, East Fork FPD Experience Modifications**

### **Excerpt from Executive Director's report to 2016 Annual Board Meeting:**

"In reviewing Douglas County's claims regarding their possible withdrawal to go self-funded, I noted no split out of claims by sub-entity. Apparently, ten years ago several county members requested that some of their sub-entities be split out for assessment allocation purposes. Unfortunately, in the process of doing this, ASC was not notified to also create separate location codes for their claims. As a result, experience modification factors were not properly accounted for since all losses were assigned to the county and none to the sub-entities. For most situations this was a minor difference and I have discussed it with the members to apply a single modification factor to be applicable to the county or city and their sub-entities. Douglas County's discrepancy was significant because one of the sub-entities was East Fork Fire & Paramedic Districts (EFFPD), a sizable sub-entity. They requested a retrospective analysis so we undertook to re-code 10 years of claims data, then recalculated what the experience modification factors would have been. The results were sent to the county. They decided to have each sub-entity's experience modification factor calculated separately. EFFPD requested a transition process for implementing the increased experience rating beginning 7/1/2016 and we proposed a three year phase in process."

Note that during public comment at the Annual Meeting, Douglas County stated that it had no intent to withdraw from PACT and expressed their concerns regarding the historical discrepancy not being resolved.

### **Update 5/15/2016**

East Fork Fire Protection District was approved as a separate pact Member effective 7/1/2016. As a transition from the artificially low experience modification factor due to the clerical errors described regarding associating claims with the proper entity, their x-mod was .57 and will be increased to .72 effective 7/1/16 then increased over the subsequent two years to the full x-mod as generated by the actuary.

Further review of Douglas County and East Fork FPD's history since 2005-2006 through 2015-2016 has been undertaken with the assistance of our actuary. I have attached a spreadsheet showing the comparison on a capped and an uncapped x-mod basis.

The history of the year over year cap procedure used by the actuary for the various time periods is as follows:

- 1) From 2005-2006 through 2007-2008, we capped the changes at 15% (plus or minus) using 3 years claims experience and separate groups: Municipalities, Hospitals, Schools
- 2) From 2008-2009 through 2011-2012, we capped the changes at 10% (plus or minus) using 4 years claims experience and separate groups: Municipalities, Hospitals, Schools
- 3) From 2013-2014 through 2015-2016, we capped the changes at 10% (plus or minus) using 4 years claims experience and merged them into a single group since there were too few school districts and hospitals to avoid volatility and the since grouping would stabilize all entities.

Individual losses are capped at \$50,000 for each Member. Payroll is weighted based upon classification relativities.

Another part of the x-mod development is the use of credibility factors by relative size of the payroll exposure basis such that the larger the payroll size, the more credible the data going into the calculation.

In addition to the individual loss cap process, the actuary balances the x-mod results to a 1.00 factor for all members combined in order to achieve the funding level approved in the budget. This may result in some members earned x-mod being either higher or lower than the pure calculations, although this difference usually is a relatively minor effect.

I narrowed the comparison to Douglas County and East Fork FPD since the greatest effect was between these two entities. For most years the capped vs. uncapped amounts were unchanged or nominal as can be seen in the Summary Capped v. Uncapped tab. Balancing to all Members was not done. The individual worksheets show the effect on both entities and a subtotal of their net differences. In effect, East Fork FPD was under-allocated and Douglas County was over-allocated relative to each other. The relative credibility factor of each one differs as does the exposure weighted payroll and explains most of the differences in recalculating the outcomes in retrospect. Essentially there was an internal misallocation between these two entities.

**Options considered on 5/23/2016:**

1) PACT could adjust Douglas County's x-mod from its 2016-17 uncapped projection of 1.18 to a lower factor of 1.00 so that there is a transition process with normal procedures that begins with an initial offset due to the past misallocation outcomes. Normal capping procedures would apply for subsequent years. This, like the East Fork FPD transition, would not be balanced to the remaining members so PACT would under-collect from both entities during the transition years.

The estimated amount (based on 2015-2016 assessments before x-mod) of the PACT subsidy for the first year of transition is shown in the Proposed Cap tab worksheet (summarized below):

Douglas County:	\$197,342
East Fork FPD:	\$134,026
<b><u>Combined:</u></b>	<b><u>\$331,368</u></b>

2) Regarding the misallocation, Douglas County and East Fork FPD have options:  
a) Retrospectively readjust their internal allocations or,  
b) Since they have common taxpayer interests, accept the misallocation.  
This issue would be between these two entities.

**Update 2-5-2018:**

The Executive Committee acted on May 23, 2016 to select option 1) above and staff implemented that option. At the time both Douglas County and East Fork FPD remained members of PACT. Effective July 1, 2017, Douglas County exited PACT to become self-insured. East Fork FPD continued with the implementation of option 1) as agreed.

On December 19, 2017, Douglas County appealed the Executive Committee's decision and demanded that PACT refund the entire ten-year overpayment of \$2,396,947 disregarding the East Fork FPD offset and the first year's implementation reduction under option 1).

Staff reviewed and analyzed this demand in consultation with legal counsel regarding options. Douglas County's request focused solely on its own share without consideration of East Fork FPD's share. They argued that since East Fork FPD split off with a separate board effective January 1, 2017, Douglas County had no ability to reallocate any costs to East Fork FPD; thus, consideration of East Fork FPD's interest was moot.

Staff and legal counsel then met with Douglas County staff and two elected officials to negotiate a non-binding resolution for presentation to the Executive Committee for consideration. Douglas County will present the same non-binding resolution to its board. The non-binding resolution is for PACT to refund \$1,850,000 to Douglas County within a couple of months following approval by the respective parties.

END OF ITEM #3



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**Minutes of Joint Meeting of Executive Committees of Nevada Public Agency  
Insurance Pool and Public Agency Compensation Trust**

**Date: Wednesday, November 8, 2017 Time: 9:00 A.M.**

**Place: at 201 S. Roop Street, Carson City, NV 89701 Conference**

**Call-In Phone No: 1-800-593-9034; Passcode: 15042**

**1. Roll**

Members Present: Alan Kalt, Cash Minor, Josh Foli, Lisa Jones, Paul Johnson, Chris Mulkerms, Cindy Hixenbaugh, Mike Giles, Beverly Conley, Ann Cyr. Gerry Eick

Members Absent: Steve West, Dan Corona

**2. Public Comment**

Chair Kalt opened public comment and hearing none, closed the public comment period.

**3. For Possible Action: a. Approval of Minutes of Meeting of April 21, 2017**

On motion and second to approve the minutes, the motion carried.

**4. For Possible Action: Acceptance of 2017 Financial Audit of**

**a. NPAIP**

Michael Bertrand, CPA reviewed his audit of NPAIP. He commented on key financial elements, the scope of his audit, his finding and recommendations. It was noted that the Audit Committee had reviewed and accepted the audit.

On motion and second to accept the audit, the motion carried.

**b. PACT**

Michael Bertrand, CPA reviewed his audit of PACT. He commented on key financial elements, the scope of his audit, his finding and recommendations. It was noted that the Audit Committee had reviewed and accepted the audit.

On motion and second to accept the audit, the motion carried.

## **5. For Possible Action: Acceptance of Reports:**

### **a. Operations Manager Report**

Mike Rebaleati highlighted his written report. He was elected to the GEM board (one of our reinsurers) this year. Marshal, Wayne and Mike will be attending the CRL training conference in Phoenix next week. Mike participated on a panel for the Montana Municipal Insurance Authority, a cities pool, to assist them with their decision regarding forming a captive. Mike and Stephen Romero went to the United Educators conference. He said they have several e-learning courses that we are in the process of licensing to place on our LMS system. He also is initiating a Sexual Assault Awareness campaign for April 2018. I will be coordinating this campaign with the Nevada Association of School Boards, the Nevada Department of Education, PRI, United Educators and other organizations. Through our educational grant program, over 24 Nevada educators attended Jeff Kaye's International School Safety Conference held in Carlsbad, CA in October.

### **b. NEAM and SAA Investment Update**

NEAM representatives Kelly Sullivan and Patrick Scully and SAA representative Dan Smerek review the pools and captives investment performance and strategies. They noted that the funds authorized for transfer from the pools to the captives had been completed and were in the process of being reinvested under the captive's investment policy guidelines.

### **c. Willis Pooling**

Mary Wray of Willis Pooling provided an overview of projects in process including beginning an enterprise risk management process to implement their Envision product for the captives. She also noted that the renewal application has been simplified and the timetable accelerated to facilitate earlier delivery of proposals. Mary noted the loss control activities her team had delivered to members of the pools.

Then she commented about the state of the reinsurance market. The recent hurricanes, earthquakes and wildfires impacted the worldwide insurance markets likely leading to rate increases and capacity reductions for property insurers. She noted that our long-term relationship with Lloyds would help moderate any rate or capacity impacts. We will have better indications for the market as a whole after the January renewals. Mary also noted the loss control activities her team had delivered to members of the pools.

### **d. Human Resources**

Stacy Norbeck reviewed the progress under the strategic plan and the utilization of HR services. They have updated many training programs because of numerous legislative changes this last session. The HR Oversight committee will be meeting in December.



Marshall Smith gave his report highlighting the Loss Control Excellence Program review and revisions, changes to the risk management grant program and upgrades and additions to the e-learning program. He touted the loss control representatives' efforts working to improve members safety.

**b. Approval of Loss Control committee's recommendation of setting the new grant cycle of \$500,000 from PACT and \$500,000 from POOL plus the amended grant criteria.**

Marshall then noted that the Loss Control Committee recommended setting a grant amount for risk management grants of \$500,000 each pool.

On motion and second to approve the risk management grant amounts as recommended and to approve the policy changes (item 6c below), the motion carried.

**c. Adopt revisions to the respective POOL and PACT Risk Management Grants policies**

**d. Update from Michael Van Houton on the POOL/PACT LMS programs.**

Mike Van Houton provided a report on the status e-learning course additions he has been implementing including over 200 law enforcement courses. He also noted the enhancements to the Torch LMS from the Pro to the Enterprise version. He was implementing the changes with several members. In addition, he reviewed the enhancements to the MSDSOnline program and which members would benefit from the new program. He was working with those members to convert them to the new program.

Mike Rebaleati commented about the addition of Target Solutions as a provider of e-learning for fire and EMT training which would help this sector of our membership. He said that while they have their own LMS, the pools would create a portal that shows the pools own e-learning courses along with Target Solutions co-branded training.

**e. IIA (Tony Rucci) update report.**

Tony Rucci reviewed the passive network assessments process he has been conducting for several of the members. He noted that the reports were designed to assist members with understanding vulnerabilities and ways to secure their computer systems against potential hacking. Mike Rebaleati added comments about the effectiveness and the budget for continuing to work on these assessments.

## **7. For Possible Action: Approval of POOL Form Amendments/Endorsements for Fiscal Year 2017-2018**

Wayne Carlson reviewed the proposed extension 13 to the property coverage section which would provide Security Threat Expense including ransom ware coverage. Mike Rebaleati commented that he had suggested this amendment so that members were protected in the

#### **e. ASC – Claim status**

Donna Squires commented on the staff changes in her office. One workers compensation senior adjuster went part-time, but other staff were promoted to take over that workload. A new claims assistant was hired and an additional senior workers compensation adjuster will be hired as part of a succession plan. On the property and liability side, a new senior adjuster was hired to replace the one that recently was hired, but then took a job offer back in the state he originally came from. She reviewed the large losses particularly for property this year due to the storms in January and February. She reviewed an exhibit showing a master history of the claims results over the last 20 plus years.

Mike Livermore added additional insight into the adjuster workloads redistributions with the personal changes. He then discussed the large workers compensation claims noting the most significant large losses were public safety heart claims.

#### **f. Executive Director's Report**

Alan Kalt began with comments about his retirement from Churchill County resulting in his resignation from the PACT board and as Chair of the board. He enjoyed his time as a member representative to the pools and expressed that he had learned a lot. Committee members commented and thanked Alan for his service.

Wayne Carlson reviewed other changes on the executive committees with retirements. He noted that the governing documents allowed the Chair to appoint replacements to serve until the next annual meeting. Given Alan's retirement, PACT Vice Chair Paul Johnson will ascend to Chair upon the effective date of Alan's resignation December 22, 2017. The Chair can then appoint replacements and the executive committee can elect a new Vice Chair.

Wayne then reviewed the budgetary impacts of the changes in membership and the potential insurance market increases. He noted that he, Mike Rebaleati and Alan Kalt would be going to London for the property renewal negotiations. The reasons Alan was going on this trip is that he will come on board as staff of PARMS in January 2018 as CFO which will strengthen our financial management capacity. Committee members congratulated Alan on this career change.

On motion and second to accept all the reports, the motion carried.

Chair Minor recessed the meeting for lunch.

Following a lunch break, Chair Minor reconvened the meeting.

### **6. For Possible Action: Risk Management and Loss Control**

#### **a. Risk Manager Report**

event of a ransomware problem and would get immediate assistance from our cyber security experts to minimize the loss potential.

Wayne then highlighted one change to the liability section of the form to add PCI fines and penalties.

On motion and second to approve both changes effective July 1, 2017, the motion carried.

**8. For Possible Action: Future direction of Learning Management System and support of other Risk Management System tools.**

**a. Possible support of adding member access to Target Solutions to enhance LMS programs. This includes a possible cooperation from PCM.**

This item was discussed under item 6.d. above and with the possibility of PCM funding this program, no action was taken.

**9. For Possible Action: Consideration of Joining Consortium for Possible Federal Grant Funding of Advanced Mobile Technology Safety Program**

Wayne Carlson and Mike Rebaleati noted that Jerry Spears of the Montana counties pool was seeking our participation in a consortium of pools and insurers to seek a federal grant to research use of aftermarket mobile collision avoidance technology particularly for police and buses. It was noted that the initial commitment would be for the grant writer, then a share of the research project which could be about \$2,500,000 for the consortium to fund on a 50% match basis allocated to the consortium members. Jerry contacted pools in Idaho, Ohio, Georgia and Nevada along with major insurers and brokers for potential participation. There will be a conference call soon to discuss further.

Under discussion, members questioned the need for this technology given developments with new vehicles having similar technology.

On motion and second not to join the consortium at this time considering the pools own grant capabilities to consider funding retrofit devices for this, without prejudice, the motion carried.

**10. For Possible Action: Succession Plan for NPAIP and PACT**

**a. General briefing**

Mike Rebaleati led discussion about the need for succession planning not only for staff, but also for the board members. He indicated that in the long term, forming a nonprofit to replace PARMs made sense. He said that there was no indication that Wayne Carlson would be retiring soon, but it was best to have a retreat to prepare for the future when that occurs as well as for the board to consider its own succession as well.

**b. Selecting a date in the fall of 2018 for a Board succession planning retreat.**

Committees expressed sentiment to hold the retreat in Eureka possibly in September 2018 and asked staff to seek possible firm dates.

**11. For Discussion: Annual Meeting will be held on April 19-20, 2018 at the Atlantis Hotel**

Wayne Carlson commented that the annual meeting was being moved up a week due to a hotel conflict with a volleyball tournament.

**12. Public Comment**

Mike Rebaleati mentioned the Safer Schools Together program he was working on with the Department of Education.

**13. For Possible Action: Adjournment**

On motion and second to adjourn, the meeting adjourned.

The Agenda was posted at the following locations and linked to the Official State Website <https://notice.nv.gov>:

**N.P.A.I.P. 201 S. Roop  
Carson City, NV 89701**

**Carson City Courthouse  
885 E. Musser Street  
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**Minutes of Meeting of  
Executive Committee of  
Nevada Public Agency Insurance Pool**

**Date: Friday, December 15, 2017**

**Time: 10:00 A.M.**

**Place: at 201 S. Roop Street, Carson City, NV 89701**

**Conference Call-In Phone No: 1-800-593-9034; Passcode: 15042**

**AGENDA**

**Notices:**

- 1. Items on the agenda may be taken out of order;**
- 2. Two or more items on the agenda may be combined for consideration**
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- 5. At the discretion of the Chair of the meeting, public comments on specific agenda items may be allowed, but must be limited to the specific agenda item.**

**1. Roll**

Members present: Cash Minor, Gerry Eick, Ann Cyr, Josh Foli, Dan Corona

Members absent: Beverly Conley, Lisa Jones

Others present: Jack Angaran, Stephen Balkenbush, Wayne Carlson, Donna Squires, Marshall Smith

A quorum being present, Chair Minor called the meeting to order.

**2. Public Comment**

Chair Minor opened public comment and hearing none, closed the comment period.

**3. For Possible Action: Discussion and potential direction to the legal counsel to sign on to an amicus curiae brief supporting the State of Nevada's Petition for Writ of Mandamus or Prohibition filed in State of Nevada, Division of Forestry v. District Court, Supreme Court Case No. 74271 (Little Valley Fire).**

Chair Minor opened this item for discussion. Wayne Carlson provided a summary of the issues and rationale for joining as amicus in this case. He noted that Jack Angaran, coverage counsel for NPAIP, and he had discussed this from a coverage form perspective. The POOL

Form excludes takings type cases, but does cover tort liability. This case creates confusion regarding what is covered regarding certain takings cases that allege damages that may be construed as a tort. Thus, having the court clarify what law applies is important both to the POOL and to its members. He said that the contribution costs would be less than \$5,000, a share of the total which would be reduced as more join in. Wayne noted that he had received a draft of the proposed amicus brief last night as had legal counsel. He then asked Steve Balkenbush as general counsel to the POOL, to provide his insights.

Steve Balkenbush noted that the amicus arose from the writ of mandamus in the underlying case and that the court had agreed to review the case on appeal within 30 days. Thus there is an opportunity to file an amicus curiae to seek clarification of the takings issues so that it does not become tort law damages because of this case. He noted that about 12 public entities agreed to join as amici thus far. He recommended that the POOL join as well. In response to questions, he commented that there would be no liability to the POOL beyond the contribution to the amicus effort. He emphasized that the amicus purpose is to seek clarification of the law, not to take sides in the underlying case.

Cash Minor called for a motion. On motion and second to direct counsel to sign on to the amicus brief addressing the legal issues of the case cited regarding the State of Nevada's Petition for Writ of Mandamus or Prohibition filed in State of Nevada, Division of Forestry v. District Court, Supreme Court Case No. 74271 (Little Valley Fire), Chair Minor asked for further discussion or public comment on the motion, the motion carried.

#### **4. Public Comment**

Chair Minor opened public comment and hearing none, closed the comment period.

#### **5. For Possible Action: Adjournment**

On motion and second to adjourn, the meeting adjourned.

**The Agenda was posted at the following locations and linked to the Official State Website**

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**END OF ITEM #4a**

**Lease Agreement Amendment #1**

THIS LEASE AMENDMENT made and entered into this \_\_\_ day of \_\_, 2018, by and between Nevada Public Agency Insurance Pool, hereinafter referred to as "Lessor" and Public Agency Risk Management Services, Inc., hereinafter referred to as "Lessee."

**Witnesseth:**

WHEREAS, Lessor is the sole owner of the Premises described below having office space to let; and

WHEREAS, Lessee and Lessor desire to change the term of this Lease, which term currently expires on July 1, 2018;

NOW Therefore, Section Seven: Term of Lease and Rental Expense Section A is hereby amended as follows:

**Section Seven : Term of Lease and Rental Expense**

- A. The expiration date is hereby changed from July 1, 2018 to July 1, 2019 effective immediately unless sooner terminated upon agreement of the parties or as otherwise provided herein.
- B. The rental expense for the period July 1, 2017 to July 1, 2018 shall be increased by 2% rounded to the nearest whole dollar for the extension period.

**IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.**

**LESSEE: Public Agency Risk Management Services, Inc.**

**BY:** \_\_\_\_\_  
Wayne Carlson, President

STATE OF NEVADA, COUNTY OF CARSON CITY:

On this \_\_\_ day of \_\_\_\_\_, 2018 before me a Notary public in and for the County of \_\_\_\_\_, State of Nevada, personally appeared \_\_\_\_\_ known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of Lessor, for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

**LESSOR: Nevada Public Agency Insurance Pool**

**BY:** \_\_\_\_\_  
Cash Minor, Chair

STATE OF NEVADA, COUNTY OF CARSON CITY:

On this \_\_\_ day of \_\_\_\_\_, 2009 before me a Notary public in and for the County of \_\_\_\_\_, State of Nevada, personally appeared \_\_\_\_\_ known to me to be the person described herein and who executed the foregoing instrument and who acknowledged to me that he/she executed the same freely and voluntarily on behalf of Lessor, for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

## NEVADA PUBLIC AGENCY INSURANCE POOL

### INVESTMENT GUIDELINES

#### 1. Scope

This investment policy applies to all financial assets of the POOL. These funds are accounted for in the POOL's annual financial report.

#### 2. Statement of Purpose

- A. Safety of principal is an important objective of the investment program. To ensure that investment of funds is accomplished in a safe and secure manner, particularly with respect to limiting the exposure of the POOL to unnecessary risk, investments shall be undertaken in a manner that seeks to ensure the preservation of capital. To attain this objective, diversification is required in accordance with these guidelines.
- B. To provide adequate liquidity to meet all operating obligations which reasonably may be anticipated.
- C. To structure an investment portfolio which is designed to attain a rate of return throughout budgetary and economic cycles commensurate with the investment risk constraints and cash flow characteristics of the portfolio. A balanced return of current income and modest growth of principal is an important objective. In addition, a related objective is to achieve returns in excess of the rate of inflation over the investment horizon in order to preserve the purchasing power of POOL.
- D. To assure that the investment allocation does not impair the maintenance of capital in accordance with the POOL Capitalization Policy Statement.

#### 3. Investment Strategy

- A. POOL generally will adhere to the concept of matching amounts and maturities to uses of funds.
- B. Investment officers acting in accordance with written procedures and exercising due diligence will not have personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.  
Investment officials will adhere to the Prudent Investor Rules that state that a fiduciary must:
  - 1. Make investment and management decisions with respect to individual assets in the context of the investment portfolio as a whole and as part of an overall investment strategy, not in isolation.
  - 2. Adhere to fundamental fiduciary duties of loyalty, impartiality, and prudence.
  - 3. Maintain overall portfolio risk at a reasonable level. That is, risk and return objectives must be reasonable and suitable to the portfolio. The tradeoff between risk and return is the fiduciary's central concern.
  - 4. Provide for the reasonable diversification of investments.



5. Act with prudence in deciding whether and how to delegate authority to experts and in selecting supervising agents. Be cost conscious when investing. The fiduciary should incur only costs that are reasonable in amount and appropriate to the investment responsibilities of the fiduciary.

C. Investment strategy will facilitate an appropriate balance of these investment objectives:

- 1) capital preservation;
- 2) diversification among types of investments, issuers and credit ratings; and
- 3) allocation of investments in a manner consistent with principles of prudent investment management;
- 4) liquidity to meet operating obligations.

⇒

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D. The investment strategy will conform to state statutes governing investment of public funds per NRS 377.55, 377.170 & 377.171.

Commented [DS1]: NEAM suggestion to add direct reference to statute.

#### 4. Investment Risk

A. It is the policy of the POOL that safety of principal is an important objective of the investment program and seeks to mitigate risks to the extent possible. Four types are recognized:

1. Credit Risk - is the risk that the issuer of a security will default on the principal and interest. POOL will not assume significant credit risk in an attempt to enhance return. ~~Therefore, below investment grade securities shall not be utilized.~~ Acceptable credit ratings for securities shall be AAA, ~~or AA, or A~~ as rated by ~~a Moody's or Standard & Poor's~~ Nationally Recognized Statistically Rating Organization ("NRSRO") pursuant to statutory limitations. In addition, POOL will diversify the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

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2. Liquidity Risk - is the risk that an investment may not be converted into cash if a need for cash arises. POOL will minimize liquidity risk to the extent possible through planning investment maturities to ensure that funds are available to meet cash flow needs (static liquidity) and maintain a portion of the funds in money market mutual funds which offer same-day liquidity for short-term funds. In addition, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

3. Maturity Risk - is the risk that an investment may yield poor results if the length of maturity or maturity structure is inappropriate for the market conditions. The POOL will minimize this risk by actively managing the maturity structure to enable holding securities to maturity unless 1) the security has declining credit and needs to be sold early to minimize loss of principal, 2) a security swap would improve the quality, yield or target duration of the portfolio, or 3) liquidity needs of the portfolio require that the security be sold.

4. Market Risk - arises from the change in the value of the investment as economic conditions and interest rates change. POOL will, to the extent possible, minimize market risk by matching investments

with its liabilities, making it possible to hold investments to maturity if appropriate. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles consistent with investment risk constraints and liquidity needs.

## **5. Investment Responsibility**

- A. Investment authority for POOL rests with the Board of Directors. This authority may be delegated to the Executive Committee and the Executive Director.
- B. The Board of Directors may contract with investment advisor(s) to advise and manage the POOL's investments. Such advisor(s) shall provide a comprehensive report at least annually to the Board of Directors or its designee of all transactions and the investment performance of funds under management. The report shall suggest changes in policies or improvements that might be made in the investment program.
- C. The Executive Director will manage all investment activity as closely as is practicable. The Executive Director will make day-to-day investments. In all cases, the Executive Director will:
  - 1. Ensure that all investments are made in accordance with POOL policies;
  - 2. Make recommendations to the Board of Directors concerning investment policy and strategy;
  - 3. Inventory all securities held by POOL (This shall be done in conjunction with the annual CPA audit);
  - 4. Provide quarterly reports to the Executive Committee and annually reports to the Board of Directors of all investment activity. The reports shall include a listing of all securities bought, sold and matured. The reports will also include a status of all investments held;
  - 5. The Board of Directors will review the investment report, and shall make the review a matter of record in the minutes;
  - 6. The Board of Directors may appoint a Fiscal Officer. The Fiscal Officer will, at the direction of the Board of Directors, make investments and execute transactions in cooperation with the Executive Director.
  - 7. Officers, the Executive Director and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Such persons shall disclose to the Executive Director or to the Chairman of the Board any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the POOL.
  - 8. The Board of Directors will review this investment policy and the asset allocation, diversification and risks at least annually and at any other time as needed to fulfill its fiduciary responsibility.

## **6. Authorized Investments**

A. The following types of securities are eligible investments subject to asset allocation:

- 1) ~~1.~~ U.S. Treasury Securities;
- 2) ~~2.~~ Federal Agency Securities;
- 3) ~~3.~~ Federal Funds;
- 4) ~~4.~~ Bank Certificates of Deposit insured;
- 5) ~~5.~~ Savings and Loan Certificates of Deposit insured;
- 6) ~~6.~~ Repurchase Agreements;
  - i. ~~7.~~ Money Market Mutual Funds;
- ~~7) 8.~~
- ~~8) U.S. Corporate Bonds (rated A or better; maturity not more than 5 years)~~
- ~~7) Statutorily eligible Mortgage-backed securities at a price not to exceed 102% of par value~~
- ~~8/9) 9.~~ Such other securities as authorized under Nevada laws applicable to the POOL.

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Not more than ten percent (10%) of the fixed income portfolio should be to any one issuer, other than securities of the U.S. government or agencies. Corporate bond allocation cannot exceed 20% of the total par value of the portfolio.

B. A Master Repurchase Agreement must be signed with the bank or dealer.

C. If governmental sponsored pools and/or mutual funds are to be utilized, a thorough investigation of the pool/fund is required prior to investing, and on a continual basis. The following general information must be addressed:

1. A description of the eligible investment securities, and a written statement of investment policy and objectives
2. A description of interest calculations and how its is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes) and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. A statement regarding utilization by the pool/funds of reserves or retained earnings.
7. A fee schedule and when and how it is assessed.
8. A statement regarding whether the pool/fund is eligible for bond proceeds and/or whether it will accept such proceeds.

## 7. Authorized Financial Dealers and Institutions

The Executive Director will maintain a list of financial institutions authorized by the Board or the Executive Committee to provide investment services. No public deposit shall be made except in a qualified public depository as established by Nevada law. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Executive Director with the following evidence of qualifications:

- a. audited financial statements
- b. proof of National Association of Security Dealers certification
- c. trading resolution
- d. proof of Nevada registration
- e. completed broker/dealer questionnaire
- f. certification as having read the POOL's Investment Guidelines and depository contracts

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Fiscal Officer. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the POOL invests.

## 8. Investment Guidelines and Limitations

- A. Diversity. There will be sufficient diversity in the authorized instruments to allow for variety in the makeup of the portfolio. The Board of Directors will review investment activity reports to assure appropriate diversity exists. The POOL will diversify its investments by maturity, security type and issuer. Maturities selected shall provide for stability of income and reasonable liquidity. For cash management funds, the following guidelines shall apply: Liquidity shall be assured through practices ensuring that the next disbursement date is covered through maturing investments or marketable U.S. Treasury bills

Risks of market price volatility shall be controlled through maturity diversification such that aggregate price losses on instruments with maturities exceeding one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

~~With the exception of U.S. Treasury securities, money markets, certificates of deposit, exchange traded funds and authorized pools, no more than fifteen percent (15%) of the POOL's total investment portfolio will be invested in a particular issuer or class of securities or in an industry or company.~~

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- B. Maximum ~~Duration Weighted Maturities Average Life~~. To the extent possible, the POOL will attempt to match its investments with anticipated cash flow requirements. The Pool will not directly invest in securities ~~that have a weighted average life of maturing~~ more than ten (10) years from the date of purchase, except as permitted by law. ~~The average duration weighted average life maturity~~ of the portfolio will not exceed ~~+/- 20% of the benchmark duration five (5) years~~.
- C. Return on Investment. The POOL's investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the POOL's investment risk constraints and the cash flow characteristics of the portfolio.
- D. Performance Standards. The investment portfolio results will be compared to reasonably comparable indexes reflective of the investment goals listed below:
1. Goal - to outperform over a 4-5 year period the risk free return from short-term U.S. Treasury bills by at least 100 to 200 basis points per year.
  2. Goal - to outperform the Consumer Price Index over a 4 to 5 year period by at least 200 basis points per year.
  3. Goal - to perform in line with the iShares Lehman 1-3 Year Treasury Bond Fund (currently trading as SHY) over a 4 to 5 year period.

**Commented [DS7]:** Removed language regarding "maximum weighted average life" and replaced with "duration" limitations relative to the benchmark.

The "weighted average life limitation" of 10 years by securities remains as it's comes directly from statute 355.170

## 9. Safekeeping and Custody

Securities purchased by the POOL will be held by a professionally qualified institution that has the necessary specialization to provide accurate and timely safekeeping of the assets of POOL. If securities are purchased from outside dealers, then trades will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

The Executive Director shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Audit Committee and with the independent auditor. The controls shall be designed to prevent the loss of POOL funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees, service providers and officers of POOL.

#### **10. Collateralization**

Collateralization will be required on two types of investments: certificates of deposit in excess of current FDIC insurance limits and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest.

Collateral always will be held by an independent third party with which the POOL has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the POOL and retained.

The right of collateral substitution is granted.

#### **11. Selection and Performance Review of Investment Managers**

The POOL Board of Directors will select appropriate investment managers to manage POOL assets. A qualifying investment manager must meet the following minimum criteria:

- Be a registered investment advisor under the Registered Investment Advisors Act of 1940 or be a bank, insurance company or investment management company.
- Provide historical quarterly performance numbers calculated on a time-weighted basis, based on a composite of all fully discretionary accounts of similar investment style, and reported net and gross of fees.
- Provide performance evaluation reports prepared by an objective third party that illustrate the risk/return profile of the manager relative to other managers of like investment style.
- Provide detailed information on the history of the firm, key personnel, key clients, fee schedule and support personnel.
- Clearly articulate the investment strategy that will be followed and document that the strategy successfully has been adhered to over time.
- Have no outstanding legal judgments or past judgments that may reflect negatively on the firm.
- Provide in writing acknowledgement of fiduciary responsibility to PRI.

The investment performance of total portfolios, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration will be given to the extent to which the investment results are consistent with the investment objectives, goals and guidelines as set forth in this investment policy statement.

The Board of Directors intends to evaluate the portfolio(s) over at least a three-year period, but reserves the right to terminate a manager for any reason, including the following:

- Investment performance that significantly is less than anticipated given the discipline employed and the risk parameters established or unacceptable justification of poor results.
- Failure to adhere to any aspect of this investment policy statement including communication and reporting requirements.
- Significant qualitative changes to the investment management organization.

Investment managers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

## **12. Reporting**

The Executive Director will include a market report on investment activity and returns in the POOL's Financial Report, which will be distributed quarterly to the Executive Committee and at each Board meeting.

## **12. Investment Policy Adoption**

The POOL's investment policy will be adopted by the Board of Directors. The policy will be reviewed on an annual basis by the Executive Committee and any modifications made thereto must be approved by the Board.

**Adopted 9/91**  
**Revised 10/95**  
**Revised 4/98**  
**Revised 5/1/2000**  
**Revised 9/13/2006**  
**Revised 5/1/2009**  
**Revised 5/1/2015**  
[Revised 2018](#)

## **PUBLIC AGENCY COMPENSATION TRUST**

### **INVESTMENT GUIDELINES**

#### **1. Scope**

This investment policy applies to all financial assets of PACT. These funds are accounted for in PACT's annual financial report.

#### **2. Statement of Purpose**

- A. Safety of principal is an important objective of the investment program. To ensure that investment of funds is accomplished in a safe and secure manner, particularly with respect to limiting the exposure of the PACT to unnecessary risk investments shall be undertaken in a manner that seeks to ensure the preservation of capital. To attain this objective, diversification is required in accordance with these guidelines.
- B. To provide adequate liquidity to meet all operating obligations which reasonably may be anticipated.
- C. To structure an investment portfolio which is designed to attain a rate of return throughout budgetary and economic cycles commensurate with the investment risk constraints and cash flow characteristics of the portfolio. A balanced return of current income and modest growth of principal is an important objective. In addition, a related objective is to achieve returns in excess of the rate of inflation over the investment horizon in order to preserve the purchasing power of PACT.
- D. To assure that the investment allocation does not impair the maintenance of capital in accordance with the PACT Capitalization Policy Statement.

#### **3. Investment Strategy**

- A. PACT generally will adhere to the concept of matching amounts and maturities to uses of funds.
- B. Investment officers acting in accordance with written procedures and exercising due diligence will not have personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Investment officials will adhere to the Prudent Investor Rules that state that a fiduciary must:

- 1. Make investment and management decisions with respect to individual assets in the context of the investment portfolio as a whole and as part of an overall investment strategy, not in isolation.
- 2. Adhere to fundamental fiduciary duties of loyalty, impartiality, and prudence.
- 3. Maintain overall portfolio risk at a reasonable level. That is, risk and return objectives must be reasonable and suitable to the portfolio. The tradeoff between risk and return is the fiduciary's central concern.
- 4. Provide for the reasonable diversification of investments.
- 5. Act with prudence in deciding whether and how to delegate authority to experts and in selecting supervising agents. Be cost conscious when investing. The fiduciary should incur only costs that are reasonable in amount and appropriate to the investment responsibilities of the fiduciary.

C. Investment strategy will facilitate an appropriate balance of these investment objectives:

- 1) capital preservation;

- 2) diversification among types of investments, issuers and credit ratings; and
- 3) allocation of investments in a manner consistent with principles of prudent investment management; and
- 4) liquidity to meet operating obligations.

D. The investment strategy will conform to state statutes governing investment of public funds per NRS 355.170 & 355.171~~449~~.

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[Revised 2018](#)

**END OF ITEM #5a - PACT**



Partnership at Work®

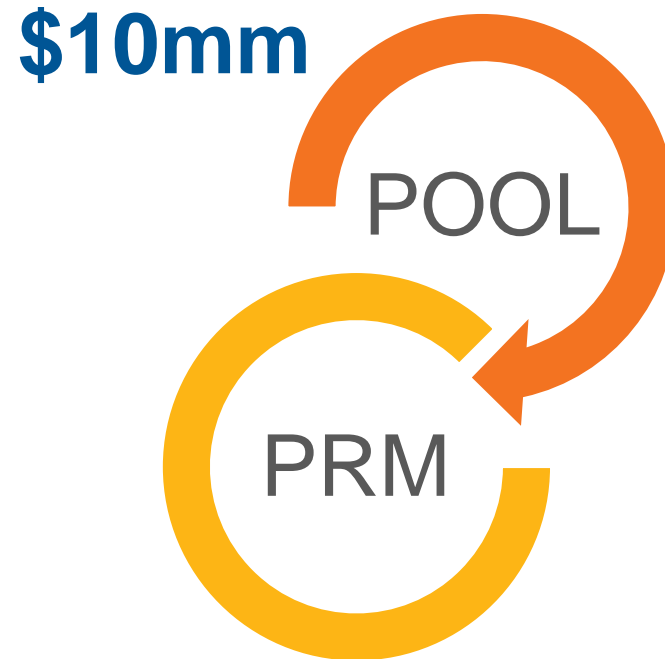
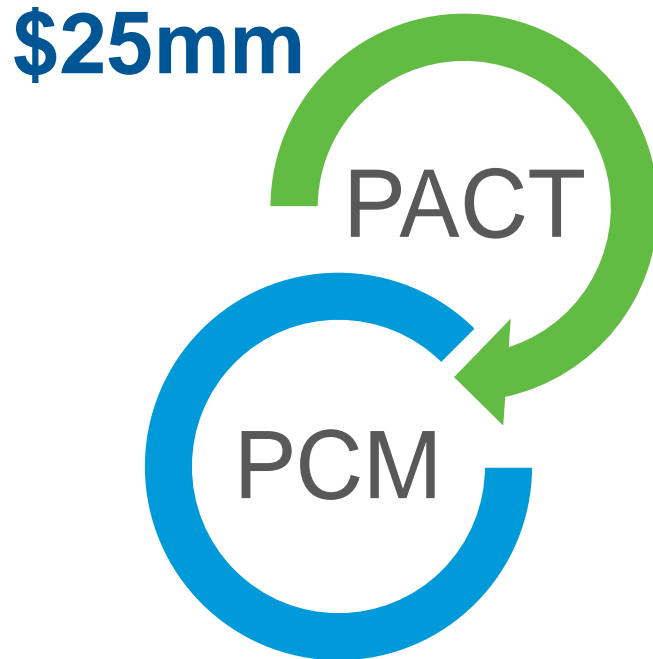
# **POOL / PACT Executive Board Meeting**

*Update on Capital Contributions to the Captives*



February 23, 2018

# Capital Contributions to the Captives



**Executive Committee approved capital contributions in March 2017**

## Benefits

- Consistent with portfolio's strategic direction
- In line with POOL PACT's risk capacity/tolerance
- Accretive to book yield and investment income

- **Phase 1 (Q2 2017)**
  - Transferred **\$17.5mm cash** from pooling companies to captives for fixed income investment
  - Increased investment income by **+\$279k/year**
  
- **Phase 2 (Q4 2017)**
  - Transferred **\$17.5mm cash** from pooling companies to captives for fixed income investment
  - Increased investment income by **+\$100k/year**
  - Additional **\$5.7mm allocation to Risk Assets** funded by captive capital contributions
  
- **Financial Benefits**
  - Net increase in annualized investment income of **+\$379k/year**
  - Captive book yield increased **+59 bps**
  
- **Portfolio Positioning Benefits**
  - Maintained high quality & liquidity
  - Enhanced diversification
  - Gain/loss neutral
  - Took advantage of “risk bearing” capacity of captives to increase yield/income
  
  - **Supportive of POOL PACT programs for its members**

# Transaction Summary



	POOL / PACT Sales	PCM / PRM Purchases
Amount Transacted	\$35mm	\$35mm
Duration (Interest Rate Sensitivity)	3.28 years	6.33 years
Book Yield	1.85%	2.91%
Credit Quality	AA+	AA-
Realized Gains	\$62k	n/a
Sectors	<ul style="list-style-type: none"><li>• Treasuries</li><li>• Agencies</li><li>• Agency MBS</li></ul>	<ul style="list-style-type: none"><li>• Corporates</li><li>• Agency MBS</li><li>• ABS/CMBS</li><li>• Taxable Municipals</li></ul>



# Fixed Income Portfolio Review – POOL / PACT



	12/31/2015	12/31/2016	12/31/2017
Book Value	109.1mm	112.9mm	81.7mm
Market Value	109.0mm	111.6mm	80.6mm
Total Unrealized G/L	(0.2mm)	(1.3mm)	(1.1mm)
Avg Duration	3.38	3.95	3.52
Average Quality	AA+	AA+	AA+
Book Yield	<b>1.77%</b>	<b>2.07%</b>	<b>2.23%</b>
Annualized Book Income	<b>1.9mm</b>	<b>2.3mm</b>	<b>1.8mm</b>

- Decline in portfolio value in 2017 reflects capital contributions to the captives
- Book yield increased +16 bps from YE 2016 (to 2.23%)
- Investment income of \$1.8mm/year maintained at YE 2015 levels, despite reduction in portfolio size
  - Reduced Treasuries/Agencies in favor of higher yielding Agency MBS
- Portfolio positioning post-captive contributions remains in line with long term strategic target
  - Maintained high quality & liquidity
  - Enhanced book yield
  - Duration in line with target
  - Managed consistent with Nevada insurance regulations

# Fixed Income Portfolio Review – PRM / PCM



	12/31/2015	12/31/2016	12/31/2017
Book Value	18.8mm	49.6mm	81.6mm
Market Value	18.7mm	48.5mm	81.0mm
Total Unrealized G/L	(0.1mm)	(1.1mm)	(1.0mm)
Avg Duration	3.86	4.61	5.25
Average Quality	AA	AA	AA-
Book Yield	<b>1.74%</b>	<b>2.00%</b>	<b>2.59%</b>
Annualized Book Income	<b>0.3mm</b>	<b>1.0mm</b>	<b>2.1mm</b>

- 2015 to 2016 increase in portfolio value reflects cash contribution from sale of Vanguard Short Term Bond ETF
- 2016 to 2017 increase in portfolio value reflects capital contributions from the pooling companies
- Book yield increased +59 bps from YE 2016 (to 2.59%)
- Investment income increased +\$1.1mm/year to \$2.1mm as a result of the captives' ability to invest in higher yielding securities with capital contributions
- Portfolio positioning is consistent with captive strategic target and risk tolerance
  - Modest duration extension
  - Enhanced book yield
  - High overall credit quality

END OF ITEM #5b

## Executive Director's Report to Board February 2018

### **POOL and PACT Budgets:**

**PACT** revenues were projected to be down 17% from the current year's budget (19% compared to the 6/30/2017 audit) due to the exit of two members. Long term there will be a reduction in claims costs and actuarial projections for needed funding will consider this impact. PACT expenses are estimated to decline 4%. It is anticipated that medical inflation will continue, and recent regulatory changes will also increase costs (see below). Ratable exposures are estimated at a 3% increase this renewal but on a reduced payroll basis due to the departures. Reinsurance rates may decline slightly, offset by the exposure increase for a net no change in costs. Investment income may decline as well because of recent federal budget changes that will filter into the economic outlook. The budget reflects zero net investment income. PACT's net position will decline in part because of a \$2.8 million additional amortization expense considering the transfer of \$25,000,000 net assets from PACT to PCM. PACT's retention was reduced to \$300,000 as PCM had the capital to increase its share of the risk and its broader investment flexibility.

As of June 30, 2017, PACT accumulated restricted net assets of \$22,684,485 about 10% above the minimum target range recommended by our actuary. The post-employment rate for FY2017-2018 was reduced by another \$1.00 to \$3.85. An additional \$1.00 rate reduction to \$2.85 is recommended for the upcoming fiscal year. With this reduction and the withdrawal of two members, the budget anticipates collection of about \$1,188,000 in assessments for FY2018-2019.

Douglas County and Towns of Gardnerville, Genoa and Minden, Douglas County Mosquito District and Truckee Meadows Fire Protection District withdrew effective July 1, 2017. The budget reflects the reduction of revenues caused by these withdrawals.

**For POOL**, property rates are anticipated to increase up to 12.5% but we will not know until we have firmed this up based on the London meetings. Additionally, property values may increase about 3% due to appraisals. Other liability rates likely will see a relatively modest increase renewal indication of about 5% including exposure changes. Investment income is budgeted at zero net income.

Amortization of contributions to the captives continues to reduce results from operating income, although that is a planned conservative strategy to grow the captives. The captives have more investment flexibility and opportunities for gains that inure to the benefit of the overall pool and captives long term strategies. Both POOL and PACT have accumulated substantial reserves from positive years, so overall financial standing remains sufficient.

Both program budgets rely on a 70% actuarial funding confidence level to generate sufficient margin. The draft budget will need further revision following receipt of quotes prior to and at the annual board meeting after renewal decisions are reached.

## **Renewal Strategies:**

### **POOL:**

The property coverage program is placed through Willis Re in various syndicates at Lloyds of London. We have scheduled our renewal negotiations in London the week of April 9<sup>th</sup>, 2018. Wayne Carlson, Mike Rebaleati and Alan Kalt of PARMS and Mary Wray and Stephen Romero of Willis Pooling will be meeting with the various syndicates. Although the reinsurance markets were hit hard by the Named Storms, Earthquakes and Fire catastrophes around the US and the world, our broker indicates that we should be able to negotiate modest rates based upon our experience and long-term relationships. We anticipate up to a 10% increase but will not know until we have firmed this up based on the London meetings. We will negotiate to retain our current \$500,000 retention and the \$150 million of earthquake and flood aggregates.

Public Risk Mutual will offer a liability renewal at current terms in which it takes a 25% quota share of \$7,000,000 excess of \$3,000,000 POOL retention as well as 30% (other than schools) of the \$2,500,000 liability limit above POOL's retention of \$500,000 and 25% (schools only).

County Reinsurance, Ltd. (CRL), a member owned captive insurance company in which NPAIP placed a substantial capital contribution, reinsures the liability layer of \$2,500,000 above the POOL retention of \$500,000 on an 70% quota share basis with PRM bearing 30%. CRL preliminary indications are for a slight rate decrease. CRL provides reinsurance for the Data Security Limits and offers an additional \$1,000,000 limit option for a cost of about \$33,000. We will request a formal proposal as an option for renewal. Wayne Carlson chairs the CRL underwriting committee and will provide insights as the renewal process unfolds.

United Educators writes a liability limit of \$2,500,000 excess of the POOL's \$500,000 retention. UE bears 75% and PRM bears 25% of this layer.

Government Entities Mutual (GEM), a member owned captive insurance company in which NPAIP placed a substantial capital contribution, reinsures 35% quota share of the layer of \$7,000,000 above the POOL retention of \$3,000,000. Mike Rebaleati was elected to the GEM governing board in 2017 and will provide insights on GEM.

Brit provides 40% quota share of liability limits of \$7,000,000 excess of POOL's \$3,000,000 retention.

Our equipment breakdown reinsurer is Travelers Boiler Re which provides a \$100,000,000 limit with various sub-limits. Since their limits and pricing have been stable for several years now, we anticipate renewal with them as our best option. We have received a profit sharing distribution in recent years which we apply toward our loss control programs.

### **NOTICES OF INTENT TO WITHDRAW:**

We received notices of intent to withdraw from: (none as of 2/2/2018)

## **PACT:**

Public Compensation Mutual (PCM) bears \$700,000 excess of PACT's \$300,000 retention plus a quota share of 25% of the next \$2,000,000 excess of \$1,000,000. CRL bears 75%.

Safety National now attaches at \$3,000,000 and covers to statutory limits. Both PCM and Safety National provide 50% quota-share of the \$3,000,000 aggregate limit that attaches above a high aggregate retention along with PCM.

## NOTICES OF INTENT TO WITHDRAW:

We received notices of intent to withdraw from: (none as of 2/2/2018)

## **PACT Regulatory Issues**

The 2017 Legislative Session brought some unanticipated changes to the public safety presumptive benefits provisions in a couple of key areas:

- SB 267 makes claims handling and payments different for public safety from other employees and restricts access to physical examinations which may affect the Cardiac Wellness Program. Of note is that there not longer is a 5 day waiting period for disablement for presumptive benefit claims, thus raising potential issues regarding whether this law still is within the scope of workers compensation. Case law in the future may interpret this provision.
- AB458 changed required regulatory revisions to the actuarial annuity tables used to calculate lump sum payments for awards for permanent partial disability. Depending upon the age of the claimant, benefits may be increased up to 30%. This will adversely increase PACT claims costs in the future.

## **PACT Cardiac Wellness Program:**

SpecialtyHealth continues to promote the program to more agencies with many field visits to encourage participation. SB267 (discussed previously) could impair our efforts with this program. SpecialtyHealth will present an update of the cardiac wellness program at the annual board meeting.

## **POOL Form Changes:**

Staff has been reviewing potential changes in coverages or program additions.

## **NPAIP/PACT Service Provider Agreements Renewing in FY 2018-19:**

**Public Agency Risk Management Services, Inc.:** The lease agreement expires June 30, 2018. Action is recommended to extend it to expire concurrently with the PARMS management contract on June 20, 3019. The 2017-2018 lease amount is proposed to be increased by 2% for this extension.

**SpecialtyHealth:** Both the MCO and the Cardiac Wellness Program agreements were extended to expire June 30, 2018. PACT requested renewal proposals for these programs.

**Information International Associates, Inc. (Tony Rucci):** The contract originally was entered into effective July 1, 2016 and permits up to four annual extensions. Continuing this contract will enhance our ability to develop preventative strategies for data security as well as improve our ability to respond to a cyber breach.

END OF ITEM #8a

# POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Develop two new instructor-led courses annually</b>															
2	Essential Management Skills Certificate Program – Session 1: The Foundation of Effective Management	1/23/2018	100%													
3	Essential Management Skills Certificate Program – Session 2: Be Part of Organizational Effectiveness: Legal Compliance, Management Challenges, & Resources	1/10/2018	100%													
4	Essential Management Skills Certificate Program – Session 3: Preparing to Effectively Manage Others	6/29/2018	75%													
5	Essential Management Skills Certificate Program – Session 4: Managing and Leading Others to Success	6/29/2018	75%													
6																
7	<b>Develop on-line course</b>															
8	Workplace Violence	6/29/2018	10%													
9																
10	<b>Update and revise three instructor-led training courses annually</b>															
11	Addressing Misconduct, Harassment and Bullying in a School Environment	7/19/2017	100%													
12	Advanced Essential Management Skills Program	9/20/2017	100%													
13	Advanced Human Resources Representative Certificate Program	9/22/2017	100%													
14	Bullying in the Workplace	7/24/2017	100%													
15	Employee from Hell	7/3/2017	50%													
16	Essential Management Skills Certificate Program Session 1 (Fall Version)	7/14/2017	100%													
17	Essential Management Skills Certificate Program Session 2 (Fall Version)	7/14/2017	100%													
18	Essential Management Skills Certificate Program Session 3 (Fall Version)	7/28/2017	100%													
19	Essential Management Skills Certificate Program Session 4 (Fall Version)	7/28/2017	100%													
20	Ethics in the Workplace	6/29/2018	50%													
21	Human Resources Representative Certificate Program Session 1	12/21/2017	100%													
22	Human Resources Representative Certificate Program Session 2	1/3/2018	100%													
23	Human Resources Representative Certificate Program Session 3	10/19/2017	100%													

# POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Update and revise three instructor-led training courses annually (continued)</b>															
2	Human Resources Representative Certificate Program Session 4	1/31/2018	100%													
3	Human Resources Representative Certificate Program Session 5	10/19/2017	100%													
4	Performance Management: Document, Discipline, and Due Process	11/21/2017	100%													
5	Safe and Sober Workplace (all employees)	7/27/2017	100%													
6	Safe and Sober Workplace (supervisors and managers)	7/27/2017	100%													
7	So You Think You Want to be a Supervisor	6/29/2018	50%													
8	Techniques for Effective Recruitment	11/21/2017	100%													
9	The Good, The Bad, and The Ugly	6/29/2018	75%													
10	You Can't Do That at Work (all employees)	8/3/2017	100%													
11	You Can't Do That at Work (supervisors and managers)	8/3/2017	100%													



# POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Offer six regional training courses throughout the state (continued)</b>	7/3/2017	0%													
2	<b>Essential Management Skills Certificate Program – Carson City</b>	<b>9/14/2017</b>	<b>100%</b>													
3	Session 1 – Personal Insights and Legal Aspects 101	8/30/2017	100%													
4	Session 2 – Keeping Your Organization Out of Hot Water: Legal Compliance	8/31/2017	100%													
5	Session 3 – Coaching, Evaluating, and Due Process	9/13/2017	100%													
6	Session 4 – Managing Time, Over Time	9/14/2017	100%													
7	<b>Essential Management Skills Certificate Program – Southern Nevada Health District</b>	<b>10/19/2017</b>	<b>100%</b>													
8	Session 1 – Personal Insights and Legal Aspects 101	9/19/2017	100%													
9	Session 2 – Keeping Your Organization Out of Hot Water: Legal Compliance	10/2/2017	100%													
10	Session 3 – Coaching, Evaluating, and Due Process	10/10/2017	100%													
11	Session 4 – Managing Time, Over Time	10/19/2017	100%													
12	<b>Advanced Essential Management Skills Certificate Program – Southern Nevada Health District</b>	<b>10/11/2017</b>	<b>100%</b>													
13	Day 1	10/3/2017	100%													
14	Day 2	10/11/2017	100%													
15	<b>Advanced HR Representative Certificate Program – Carson City</b>	<b>10/12/2017</b>	<b>100%</b>													
16	Day 1	10/11/2017	100%													
17	Day 2	10/12/2017	100%													
18	<b>Advanced Essential Management Skills Certificate Program – Carson City (Cancelled)</b>	<b>11/2/2017</b>	<b>0%</b>													
19	Day 1	11/1/2017	0%													
20	Day 2	11/2/2017	0%													
21	<b>Advanced Essential Management Skills Certificate Program – Elko</b>	<b>11/8/2017</b>	<b>100%</b>													
22	Day 1	11/7/2017	100%													
23	Day 2	11/8/2017	100%													
24	<b>Dear HR: Toughest Supervisor Challenges – Carson City</b>	<b>12/13/2017</b>	<b>100%</b>													

# POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Offer six regional training courses throughout the state (continued)</b>															
2	<b>HR Representative Certificate Program – Carson City</b>	<b>2/22/2018</b>	<b>100%</b>													
3	Session 1 – Fundamentals of HR	2/6/2018	100%													
4	Session 2 – People are People	2/7/2018	100%													
5	Session 3 – It’s About Time, Off and Paid	2/8/2018	100%													
6	Session 4 – Band Aids and Welcome Mats	2/21/2018	100%													
7	Session 5 – Working with People	2/22/2018	100%													
8	<b>Essential Management Skills Certificate Program – Carson City</b>	<b>3/22/2018</b>	<b>0%</b>													
9	Session 1 – The Foundation of Effective Management	3/7/2018	0%													
10	Session 2 – Be Part of Organizational Effectiveness: Legal Compliance, Management Challenges, & Resources	3/8/2018	0%													
11	Session 3 – Preparing to Effectively Manage Others	3/21/2018	0%													
12	Session 4 – Managing and Leading Others to Success	3/22/2018	0%													
13	<b>Workplace Mediation: Manager-as-Mediator (MAM) – Carson City</b>	<b>3/29/2018</b>	<b>0%</b>													
14	Day 1	3/28/2018	0%													
15	Day 2	3/29/2018	0%													
16	<b>Essential Management Skills Certificate Program - Elko</b>	<b>4/25/2018</b>	<b>0%</b>													
17	Session 1 – The Foundation of Effective Management	4/10/2018	0%													
18	Session 2 – Be Part of Organizational Effectiveness: Legal Compliance, Management Challenges, & Resources	4/11/2018	0%													
19	Session 3 – Preparing to Effectively Manage Others	4/24/2018	0%													
20	Session 4 – Managing and Leading Others to Success	4/25/2018	0%													
21	<b>Advanced Essential Management Skills Certificate Program – Carson City</b>	<b>4/19/2018</b>	<b>0%</b>													
22	Day 1	4/18/2018	0%													
23	Day 2	4/19/2018	0%													
24	<b>Essential Management Skills Certificate Program – Carson City</b>	<b>5/23/2018</b>	<b>0%</b>													
25	Session 1 – The Foundation of Effective Management	5/8/2018	0%													
26	Session 2 – Be Part of Organizational Effectiveness: Legal Compliance, Management Challenges, & Resources	5/9/2018	0%													
27	Session 3 – Preparing to Effectively Manage Others	5/22/2018	0%													
28	Session 4 – Managing and Leading Others to Success	5/23/2018	0%													

# POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Provide Regional Training Workshops Utilizing Outside Resources</b>															
2	<b>Negotiations Training (Charlie Cockerill)</b>	<b>8/15/2017</b>	<b>100%</b>	█												
3	Carson City	8/7/2017	100%	█												
4	Elko	8/9/2017	100%	█												
5	Ely	8/10/2017	100%	█												
6	Boulder City	8/15/2017	100%	█												
7	<b>Boundary Training (Ann Alexander &amp; Becky Bruch)</b>	<b>11/14/2017</b>	<b>50%</b>	█	█											
8	Carson City (10:00 a.m. session)	9/7/2017	100%	█												
9	Carson City (1:00 p.m. session)	9/7/2017	100%	█												
10	Winnemucca (Cancelled)	11/7/2017	0%													
11	Panaca (Cancelled)	11/14/2017	0%													
12	<b>PERS Audit (Elko)</b>	<b>6/29/2018</b>	<b>0%</b>													
13																
14	<b>Develop Three New Briefings</b>															
15	Employee Assistance Program for Employees	7/20/2017	100%	█												
16	Employee Assistance Program for Supervisors	7/20/2017	100%	█												
17	Active Listening Skills	6/29/2018	0%													
18	Responding to Reference Inquiries	1/4/2018	100%	█	█	█	█	█	█	█	█	█	█	█	█	█
19	Recruitment	12/29/2017	100%	█	█	█	█	█	█	█	█	█	█	█	█	█
20	Employing Minors	6/29/2018	75%	█	█	█	█	█	█	█	█	█	█	█	█	█
21	Public-Sector Internship	6/29/2018	25%	█												

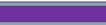
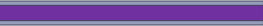




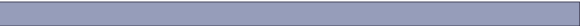



## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b>Review/Update Ten Briefings Annually</b>														
2	ADA	6/29/2018	0%												
3	Bullying in the Workplace	7/13/2017	100%												
4	COBRA	12/29/2017	100%												
5	Conducting Internal Investigations	6/29/2018	0%												
6	Core Management Skills	6/29/2018	50%												
7	Exempt Employees	7/24/2017	100%												
8	Exit Interviews	6/29/2018	0%												
9	FMLA – Military Caregiver Leave	6/29/2018	75%												
10	FMLA – Qualifying Exigency Leave	6/29/2018	75%												
11	Handling Employee Complaints	6/29/2018	0%												
12	Hiring Retirees into Critical Labor Shortage Positions	6/29/2018	0%												
13	Job Descriptions	6/29/2018	75%												
14	Managing the Disability Triangle	10/10/2017	100%												
15	Military Leave	9/29/2017	75%												
16	Multigenerational Workforce	6/29/2018	0%												
17	Non-Exempt Employees and Overtime	10/10/2017	100%												

## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b>Review/Update Ten Briefings Annually (continued)</b>														
2	Performance Management	6/29/2018	0%												
3	Personnel Policy Manual	6/29/2018	75%												
4	Personnel Records Maintenance	9/15/2017	100%												
5	Preventing Identity Theft	6/29/2018	0%												
6	Preventing Sexual Misconduct - Education	7/13/2017	100%												
7	Reasonable Suspicion Testing	10/10/2017	100%												
8	Staff Reductions	6/29/2018	0%												
9	Strategic Planning	6/29/2018	0%												
10	Succession Planning Part I	11/17/2017	100%												
11	Succession Planning Part II	11/17/2017	100%												
12	Unemployment	12/29/2017	100%												
13	Unlawful Harassment	7/31/2017	100%												
14	Volunteer Programs	10/10/2017	100%												
15	Windfall Elimination Program	6/29/2018	0%												
16	Workers' Compensation Part I	10/10/2017	100%												
17	Workers' Compensation Part II, Return to Work Program	6/29/2018	0%												

# POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b><u>Statewide Webinars</u></b>														
2	Managing our Emotions Under Pressure	9/7/2017	100%												
3	Unplug to Recharge	12/13/2017	100%												
4	Managing Critical Behavior Issues in the Workplace (Supervisors)	3/14/2018	0%												
5	Stress Management and Achieving Balance at Home and Work	6/29/2018	0%												
6															
7	<b><u>Post Member Pay Plan/Scale on Website</u></b>	6/29/2018	70%												
8															
9	<b><u>Sample Personnel Policy Annual Update</u></b>														
10	CDL Policies	6/29/2018	0%												
11	Large Organization Sample Personnel Policies	6/29/2018	0%												
12	School District Sample Personnel Policies and Administrative Regulations	6/29/2018	0%												
13	Small Organization Sample Personnel Policies (15 or more employees)	6/29/2018	0%												
14	Small Organization Sample Personnel Policies (Less than 15 employees)	6/29/2018	0%												

## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b>Coaching and Problem Solving</b>	6/29/2018	75%												
2															
3	<b>Issue Alerts as Needed</b>	6/29/2018	75%												
4	Form I-9 Update	7/28/2017	100%												
5	Mandatory Reporting by School Employees and Volunteers of Child Abuse or Neglect and Corporal Punishment	8/29/2017	100%												
6	AB384 Restricts the Acquisition and Use of Criminal History Information by Counties, Cities, and Towns	12/19/2017	100%												
7	IRS Changes Standard Mileage Rate Effective 1/1/18	1/2/2018	100%												
8	Department of Transportation – Drug Testing – Effective 1/1/18	1/9/2018	100%												
9	Dealing with First Amendment Audits	1/24/2018	100%												
10	<b>Develop Member Service Plans to Include Trainings, Briefings, &amp; Policy Development (Year-to-Date)</b>														
11	Trainings (152 Completed, 4,051 Participants, 4.5 Course Content Evaluation Average, 4.8 Instructor Evaluation Average)	6/29/2018	40%												
12	FRISK Training (17 Completed, 245 Participants)	6/29/2018	40%												
13	HR Briefings (9 Completed, 231 Participants)	6/29/2018	40%												

# POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>FRISK</b>															
2	Carson City School District	9/6/2017	100%													
3	Central Lyon County Fire Protection District (Tentative)	6/29/2018	0%													
4	Churchill County School District	9/26/2017	100%													
5	Elko County	9/19/2017	100%													
6	Elko, City of	9/19/2017	100%													
7	Eureka County School District (Tentative)	6/29/2018	0%													
8	Fernley	7/21/2017	100%													
9	Humboldt County	9/18/2017	100%													
10	Humboldt County School District	8/9/2017	100%													
11	Incline Village General Improvement District	4/18/2018	0%													
12	Lander County	8/15/2017	100%													
13	Lincoln County School District	10/25/2017	100%													
14	Lyon County School District	10/11/2017	100%													
15	Nye County School District	9/14/2017	100%													
16	Pershing County School District	4/25/2018	0%													
17	Storey County	8/17/2017	100%													
18	Storey County School District	3/1/2018	0%													
19	Sun Valley General Improvement District (Tentative)	6/29/2018	0%													
20	West Wendover	9/19/2017	100%													
21	Winnemucca, City of	9/18/2017	100%													
22	Yerington, City of (Tentative)	6/29/2018	0%													



## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Phase I HR Compliance Assessment Program 10/11</b>															
2	Esmeralda County School District (On-site assessment 6/10/11)	6/29/2018	75%													
3																
4	<b>Phase I HR Compliance Assessment Program 11/12</b>															
5	Lincoln County School District (On-site assessment 1/31/12)	6/29/2018	75%													
6																
7	<b>Phase I HR Compliance Assessment Program 12/13</b>															
8	North Lake Tahoe Fire Protection District (On-site assessment 2/27/13)	6/29/2018	75%													
9	Douglas County School District (On-site assessment 3/14/13)	6/29/2018	75%													
10																
11	<b>Phase I HR Compliance Assessment Program 13/14</b>															
12	Truckee Meadows Regional Planning Agency (On-site assessment 8/27/13)	6/29/2018	75%													
13	Pershing General Hospital (On-site assessment 10/2/13)	6/29/2018	75%													
14	White Pine County (On-site assessment 10/15/13)	6/29/2018	75%													
15	Eureka County School District (On-site assessment 10/23/13)	6/29/2018	75%													
16	Carson City School District (On-site assessment 1/23/14)	6/29/2018	75%													

## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b>Phase I HR Compliance Assessment Program 14/15</b>														
2	Boulder City (On-site assessment 5/18/15)	6/29/2018	75%												
3	Caliente (On-site assessment 5/13/15)	6/29/2018	75%												
4	Central Lyon Fire Protection District (On-site assessment 1/23/15)	6/29/2018	75%												
5	CC Communications (On-site assessment 12/10/14)	6/29/2018	75%												
6	Elko County (On-site assessment 3/30/15)	6/29/2018	75%												
7	Incline Village GID (On-site assessment 9/4/14)	6/29/2018	75%												
8	White Pine County School District (On-site assessment 5/19/15)	6/29/2018	75%												
9															
10	<b>Phase I HR Compliance Assessment Program 15/16</b>														
11	Grover C. Dils (On-site assessment 1/8/16)	6/29/2018	75%												
12	Nye County School District (On-site assessment 12/15/15)	6/29/2018	100%												
13	Douglas County Sewer Improvement District (On-site assessment 1/23/16)	6/29/2018	75%												
14	Pershing County School District (On-site assessment 3/1/16)	6/29/2018	75%												
15	Lander County School District (On-site assessment 4/11/16)	6/29/2018	75%												





## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018							
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
1	<b>Phase I HR Compliance Assessment Program 16/17</b>																
2	Ely (On-site assessment 2/28/17)	6/29/2018	50%														
3	Lovelock (On-site assessment 11/1/16)	6/29/2018	75%														
4	Mineral County (On-site assessment 10/18/16)	6/29/2018	75%														
5	North Lyon County Fire Protection District (On-site assessment 10/25/16)	6/29/2018	50%														
6	NRHA Reassessment (On-site assessment 3/13/17)	6/29/2018	75%														
7	Pershing County (On-site assessment 12/12/16)	6/29/2018	50%														
8	Round Mountain (On-site assessment 3/13/17)	6/29/2018	75%														
9	Southern Nevada Health District (On-site assessment 3/27/17)	6/29/2018	75%														
10	Walker River Irrigation District (On-site assessment 3/27/17)	6/29/2018	75%														

## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Tentative Phase I HR Compliance Assessment Program 17/18 (Ten Members Annually)</b>															
2	East Fork Fire Protection District (On-site assessment TBD)	6/29/2018	0%													
3	Eureka County (On-site assessment 10/25/2017)	6/29/2018	50%													
4	Lincoln County School District (On-site assessment 1/17/2018)	6/29/2018	25%													
5	Minden-Gardnerville Sanitation District (On-site assessment 2/14/2018)	6/29/2018	25%													
6	Moapa Valley Water District (On-site assessment TBD)	6/29/2018	0%													
7	Mt. Charleston Fire Protection District (On-site assessment TBD)	6/29/2018	0%													
8	Nye County Water District (On-site assessment TBD)	6/29/2018	0%													
9	Pahrump Library District (On-site assessment 9/6/2017)	6/29/2018	75%													
10	Regional Transportation Commission (On-site assessment 2/28/2018)	6/29/2018	25%													
11	Storey County School District (On-site assessment TBD)	6/29/2018	0%													

## POOL/PACT HR STRATEGIC PLAN FY 17/18

ID	Objective/Action Plan	Due Date	% Complete	2017						2018						
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1	<b>Phase II HR Compliance Assessment Program 13/14</b>															
2	Lyon County (On-site assessment 8/22/13)	6/29/2018	75%													
3	City of Fernley (On-site assessment 12/10/13)	1/12/2018	100%													
4																
5	<b>Phase II HR Compliance Assessment Program 15/16</b>															
6	City of Yerington (On-site assessment 9/18/15)	6/29/2018	75%													
7																
8	<b>Phase II HR Compliance Assessment Program 16/17</b>															
9	Winnemucca (On-site assessment 1/18/17)	6/29/2018	75%													

**POOL/PACT HR STRATEGIC PLAN FY 17/18**

ID	Objective/Action Plan	Due Date	% Complete	2017						2018					
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	<b>Tentative Phase II HR Compliance Assessment Program 17/18 (Three Members Annually)</b>														
2	Humboldt County (On-site assessment 9/12/17)	6/29/2018	75%												
3	Lyon County School District	6/29/2018	0%												
4	Nye County (On-site assessment 8/16/17)	6/29/2018	75%												
5	Nye County School District (On-site assessment 3/22/18)	6/29/2018	0%												
6	Pahrump, Town of (On-site assessment 8/16/17)	6/29/2018	75%												

END OF ITEM #8e

# ALL LINES AGGREGATE SCHOOL PACKAGE APPLICATION

ALL QUESTIONS MUST BE ANSWERED

PRODUCER NAME:	<u>Taylor Reed</u>	DATE APPLICATION COMPLETED:	<u>01/05/18</u>
AGENCY NAME:	<u>Warren Reed Insurance</u>	DATE QUOTE NEEDED TO AGENT:	<u>05/01/18</u>
AGENCY LOCATION:	<u>1521 US Hwy 395 N, Gardnerville, NV 89410</u>	DATE COVERAGE TO INCEPT:	<u>06/01/18</u>

1) NAMED INSURED:	<u>Carson Montessori</u>	CONTACT NAME:	<u>Jessica Daniels</u>
ADDRESS:	<u>2263 Mouton Dr</u>	PUBLIC or PRIVATE SCHOOL?	<u>Public</u>
CITY:	<u>Carson City</u>	STATE:	<u>NV</u>
		ZIP CODE:	<u>89706-0000</u>

2) PROPOSED PLAN - Enter limits and retentions desired. Insert "NA" if coverage is not desired.

A.	Section I (Property) All Risks of Physical Loss or Damage		Maintenance Ded.	\$ -
	\$ - Quake (Annual Aggregate) Sublimit	\$ - EDP Equipment		
	\$ - Flood (Annual Aggregate) Sublimit	\$ - EDP Media		
	\$ - Accounts Receivable	\$ - EDP Extra Expense		
	\$ - Architect's Fees	\$ - Leasehold Interest		
	\$ 80,000 Auto Physical Damage	\$ - Rental Income		
	\$ - Business Interruption	\$ - Transit		
	\$ - Consequential Loss	\$ - Valuable Papers & Records		
	\$ - Course of Construction	\$ 425,000 Contents		
	\$ - Extra Expense	\$ -		
B.	Section II (General Liability)		Maintenance Ded.	\$ -
	\$ 10,000,000 Liability Per Occurrence	\$ - Blanket Contractual Liability		
	\$ 10,000,000 Liability Policy Aggregate	\$ - Liquor Law Liability		
	\$ 10,000,000 Products / Completed Ops Aggregate	\$ 15,000 Premises Medical Payments		
	\$ 1,000,000 Employee Benefits Liability	\$ -		
C.	Section III (Automobile Liability)		Maintenance Ded.	\$ -
	\$ 10,000,000 Liability Per Accident	\$ - Garagekeepers Legal Liability		
	\$ 10,000,000 Un/Underinsured Motorists	\$ 15,000 Auto Medical Payments		
	\$ - No-Fault Coverage	\$ -		
D.	Section IV (School Board Legal Liability - available on a Claims-Made Basis ONLY)		Maintenance Ded.	\$ -
	\$ 1,000,000 Liability Per Occurrence / Policy Aggregate			
E.	Section V (Workers' Compensation)		Maintenance Ded.	\$ -
	\$ - EL Cov B - Each Accident	\$ - WC Cov A - Each Accident		
	\$ - EL Cov B - Disease - Policy	\$ -		
	\$ - EL Cov B - Disease - Each Employee	\$ -		
F.	Section VI (Crime)		Maintenance Ded.	\$ -
	\$ 500,000 Employee Dishonesty	\$ 250,000 Money Orders & Counterfeit Currency		
	\$ 250,000 Money & Securities (Inside Premises)	\$ - Depositors Forgery		
	\$ 250,000 Money & Securities (Outside Premises)	\$ -		
G.	Any other coverage required (please attach additional information as necessary):			
	\$ 1,000,000 Employee Benefits		Maintenance Ded.	\$ -
	\$ 1,000,000 Directors & Officers		Maintenance Ded.	\$ -
	15,000 Student Accident			

3) CURRENT PROGRAM INFORMATION

COVERAGE TYPE	CARRIER NAME	LIMITS	RETENTION	RETRO DATE	PREMIUM
A. Property (incl APD)	Philadelphia Insurance	\$ 425,000	\$ -	NA	\$ 1,075
B. General Liability	Philadelphia Insurance	\$ 2,000,000	\$ -		\$ 7,483
C. Automobile Liability	Philadelphia Insurance	\$ 1,000,000	\$ -	NA	\$ 2,621
D. School Board Legal	Philadelphia Insurance	\$ 1,000,000	\$ -		\$ 2,793
E. Workers' Comp		\$ -	\$ -	NA	\$ -
F. Crime	Philadelphia Insurance	\$ 175,000	\$ -	NA	\$ 595
G. Employee Benefits	Philadelphia Insurance	\$ 1,000,000	\$ -		\$ 300
** Umbrella	Philadelphia Insurance	\$ 3,000,000			\$ 7,585
H. Student Accident	The Hartford	\$ 15,000	\$ -		\$ 1,127
Total Premiums:					\$ 23,579

4) PROPERTY INFORMATION - Please Forward a Complete Property Schedule with this Application

A. Values - IMPORTANT THAT 100% REPLACEMENT COST VALUES BE SHOWN	\$ VALUES	% OF TOTAL
Total Building Values	\$ -	0%
Total Contents Values	\$ 425,000	84%
Total Stock Values	\$ -	0%
Total Auto Physical Damage Values (all licensed vehicles)	\$ 80,000	16%
Total Equipment Values	\$ -	0%
Total EDP Equipment Values	\$ -	0%
Total EDP Media Values	\$ -	0%
Total EDP Extra Expense Values	\$ -	0%
Total Accounts Receivable Values	\$ -	0%
Total Valuable Papers Values	\$ -	0%
Total Business Interruption Values	\$ -	0%
Total Extra Expense Values	\$ -	0%
Total Rental Income Values	\$ -	0%
Total All Other Miscellaneous Values	\$ -	0%
Total Property Values:	\$ 505,000	100%

B. If flood coverage is requested, provide details of the flood exposure. List property values (real & personal) within federally defined flood plains:

LOCATION ADDRESS & DESCRIPTION	\$ VALUES	% OF TOTAL
2263 Mouton Drive, Carson City, NV 89706	\$ 225,000	45%
2211 Mouton Drive, Carson City, NV 89706	\$ 150,000	30%
2225 Mouton Drive, Carson City, NV 89706	\$ 50,000	10%

C. Construction Details - THIS SECTION BE COMPLETED IN ORDER TO SECURE A QUOTATION!

CLASSIFICATION	# OF LOCATIONS	% OF TOTAL
Concrete / Brick	-	0%
Fire Resistive / Non-Combustible	3	100%
Frame or Veneer	-	0%
Steel	-	0%
Wind Resistive	-	0%
All Other Classifications (describe)	-	0%
Total # of Locations:	3	100%

D. Protection Details - THIS SECTION BE COMPLETED IN ORDER TO SECURE A QUOTATION!

CLASSIFICATION	# OF LOCATIONS
Sprinklered	2
Burglar Alarm - Local Sound	-
Central Station Alarms (both Burglar & Fire)	-
Security Guards	-
Smoke Detectors	2
All Other Types of Protection (describe)	2

Cent Fire & Fire Extinguishers (all bldgs), Gong in Bldg 2



5) GENERAL LIABILITY

A. GL Rating Information

CATEGORY	ENROLLMENT	AVERAGE DAILY ATTENDANCE	ABSENTEEISM RATE	TRUANCY RATE
Pupils				
Elementary & Junior High Students	284	280	0.014084507	
Senior High Students	-	-	#DIV/0!	
Totals by Category:	-	-	#DIV/0!	

Employees	TOTAL NUMBER	% OF TOTAL
Teachers	35	95%
Coaches	-	0%
Nurses	-	0%
Physicians	-	0%
Other (describe) <u>Speech pathologist, school psychologist</u>	2	5%
Total Employees:	37	100%

Stadiums / Exhibition Centers	USAGE	CONSTRUCTION	SEAT CAPACITY	RECEIPTS
1.			-	-
2.			-	-
3.			-	-

Swimming Pools	OPEN TO PUBLIC?	# LIFEGUARDS	POOL DEPTH	# DIVEBOARDS	BOARD HEIGHT
1.		-	-	-	-
2.		-	-	-	-
3.		-	-	-	-
Please describe required lifeguard training & certification:					

B. Lead Exposure

- Does School have any procedures for testing lead exposure levels in paint, dust, drinking water and soil at any buildings built prior to 1980? Explain  
\_\_\_\_\_
- Have there been any adverse results arising out of the testing procedures described in B.1. above? Explain.  
\_\_\_\_\_
- Describe follow-up / abatement procedures.  
\_\_\_\_\_

C. Independent Contractor Operations

- Does the School ever make use independent contractors? Yes If yes, please describe the contractor types used & purposes:  
Landscaping, minor repairs when necessary, and an independent auditor
- Does the School require the following:
 

Certificate of Insurance?	<u>Yes</u>
Limits at least equal to those carried by the School (if general contractor)?	<u>No</u>
Is the School named as an Additional Insured on the contractor's policy?	<u>Yes</u>
Are there Hold Harmless Agreements used in all of the School's contracts?	<u>Yes</u>

D. Athletic Participants

- Is a signed consent form from parents or guardians required and kept on file? (if yes, please attach a copy) \_\_\_\_\_
- Are medical exams required and copies of doctors' permission forms kept on file for all athletes? \_\_\_\_\_
- Are certified trainers and coaches used in the athletic program? \_\_\_\_\_
- Is there a physician in attendance at all sporting events? \_\_\_\_\_
- Is applicant securing AD&D / sports excess medical insurance on its participants? \_\_\_\_\_  
If so, what carrier, limits, and coverage are in place? \_\_\_\_\_
- Number of trampolines? \_\_\_\_\_

7. Rateable athletic activities:	# of PARTICIPANTS
Baseball	_____ -
Basketball	_____ -
Boxing	_____ -
Diving	_____ -
Field Hockey	_____ -
Football	_____ -
Golf	_____ -
Gymnastics	_____ -
Ice Hockey	_____ -
Lacrosse	_____ -
Rugby	_____ -
Soccer	_____ -
Swimming	_____ -
Tennis	_____ -
Track	_____ -
Volleyball	_____ -
Weight Lifting	_____ -
Wrestling	_____ -
All Other Athletic Activities	_____ -
Total # of Participants:	_____ -

E. Living Quarters / Dormitories	BUILDING	AGE of	NUMBER of	SPRINKLERED?	SMOKE / FIRE
	CONSTRUCTION	BUILDING	FLOORS	(Yes / No)	DETECTORS?
	NUMBER of RESIDENTS				
1.	-	-	-	-	-
2.	-	-	-	-	-
3.	-	-	-	-	-

F. Services (please show receipts associated with each)	FOOD	LIQUOR	OTHER	TOTAL
Cafeterias	-	-	-	-
Restaurants	-	-	-	-
Stores	-	-	-	-
Totals:	-	-	-	-

G. Other

1. Please attach additional information regarding extracurricular activities (e.g. newspapers, yearbooks, radio stations, etc.)

2. Do you operate a day care facility? \_\_\_\_\_ Daily Attendance? \_\_\_\_\_ # Care Staff? \_\_\_\_\_

**6) AUTOMOBILE LIABILITY**

A. CATEGORY	# THIS TYPE	% THIS TYPE
Private Passenger Cars (up to 10,000 lbs GVW) - Non Emergency	-	0%
Vans, Pickup Trucks, other Light Trucks (up to 10,000 lbs GVW)	-	0%
Medium Weight Trucks (10,000 to 20,000 lbs GVW)	-	0%
Heavy Trucks (20,000 to 50,000 lbs GVW)	-	0%
Extra-Heavy Trucks (greater than 50,000 lbs GVW)	-	0%
Motorcycles	-	0%
Buses	1	100%
Miscellaneous Powered Vehicles	-	0%
	Total Automobiles:	1 100%
Trailers, All Types	-	100%

B. Underwriting Criteria for Buses ONLY (if applicable)

1. Is the bus service contracted? No Name of Company used: \_\_\_\_\_

Company's Insurance Carrier: \_\_\_\_\_ Limits Carried: \_\_\_\_\_

Insurance Certificate on File? \_\_\_\_\_ Is School named an Additional Insured? \_\_\_\_\_

7) SCHOOL BOARD LEGAL LIABILITY - this coverage is provided on a CLAIMS-MADE basis

						SURPLUS or
						DEFICIT (+/-)
A. Budget (last three years)	BOND RATING		YEAR	REVENUES	EXPENDITURES	
1. Current Fiscal Year	N/A		2017	2,250,000	2,050,000	200,000
2. Prior Fiscal Year	N/A		2016	2,119,578	1,922,150	197,428
3. Fiscal Year Two Years Prior	N/A		2015	1,894,830	1,694,370	200,460
B. Exposure Information						
1. Type Employees	ACCOUNTANTS	ARCHITECTS	ATTORNEYS	ENGINEERS	ALL OTHER	TOTAL
Full Time:	-	-	-	-	37	37
Part Time:	-	-	-	-	-	-
Total Employees:	-	-	-	-	37	37
2. Have any of the following occurred within the past three years?						
a. Have you had a strike, slowdown, or other employee disruption?						No
b. Has there been a layoff of employees or reductions in service?						No
c. Have there been any disputes or suits involving voting or voting rights violations?						No
d. Has any person, former employee, or job applicant made claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment?						No
3. Does your School administer or act in a fiduciary capacity for any employment benefit or any self-insurance fund?						No
4. Does your School follow a formal, written procedure for employee disputes / complaints?						Yes

8) WORKERS' COMPENSATION

A. CATEGORY	CURRENT FISCAL YEAR	PRIOR FISCAL YEAR	FISCAL YEAR TWO YEARS PRIOR
Total Payroll	-	-	-
Manual, Unmodified Premium	-	-	-
Experience Modification	0.00	0.00	0.00

**COVERAGE NOTICE**

If this account meets our underwriting standards, liability coverage will be quoted as follows:

- \* General Liability will be quoted on an OCCURRENCE basis.
- \* Automobile Liability will be quoted on an OCCURRENCE basis.
- \* School Board Legal Liability will be quoted on a CLAIMS-MADE basis.

The information provided in this application and all schedules are true and correct to the best of my knowledge.

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

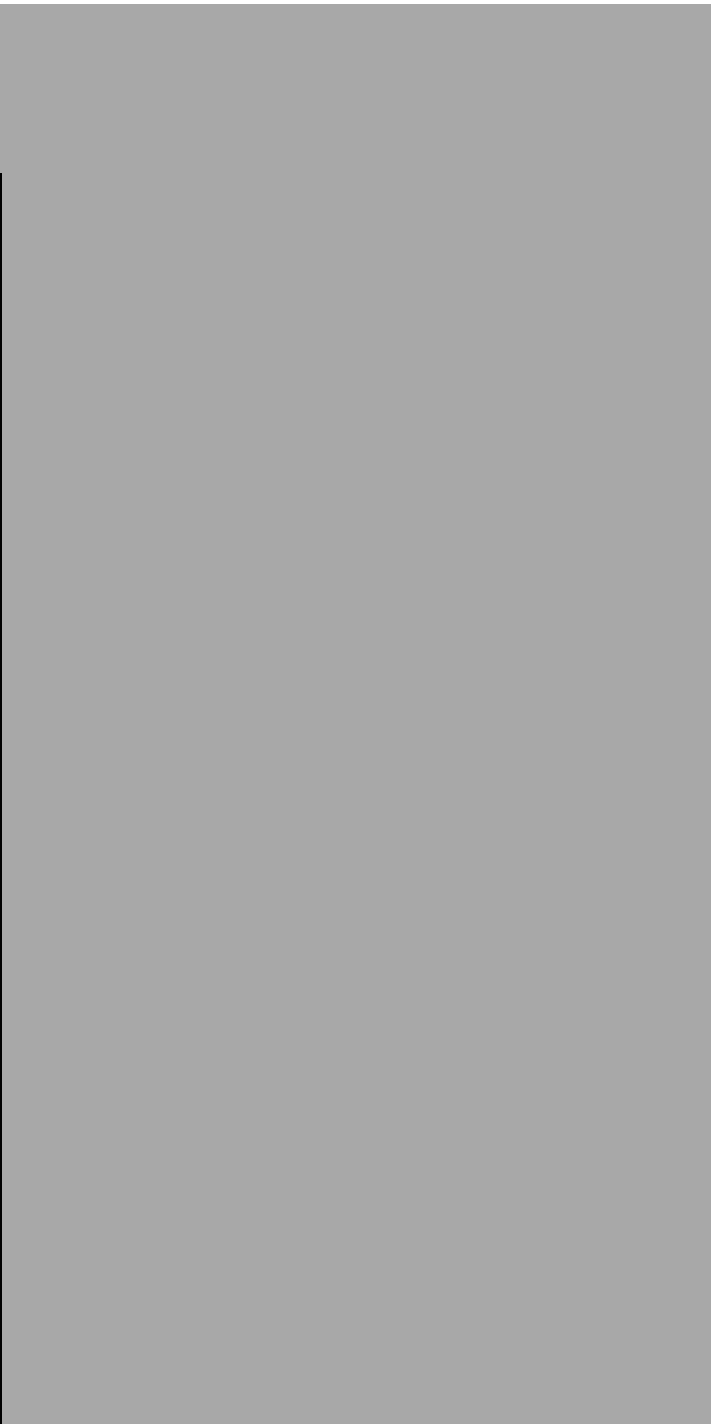
Named Insured: \_\_\_\_\_

Agent/Broker Name: \_\_\_\_\_





Pilot in Command (PIC) Name	PIC Issued FAA Certification # and UAS rating





**ALL LINES AGGREGATE SCHOOL PACKAGE APPLICATION**

ALL QUESTIONS MUST BE ANSWERED

**CLAIMS IN EXCESS OF \$25,000 FOR THE PAST FIVE YEARS**

#	POLICY PERIOD	COV TYPE	CLAIMANT TYPE	TOTAL CLAIM \$ PAID TO DATE	TOTAL CLAIM \$ RESERVED	TOTAL CLAIM \$ INCURRED	O C	CLAIM DESCRIPTION
1	No Claims			\$ -	\$ -	\$ -		
2				\$ -	\$ -	\$ -		
3				\$ -	\$ -	\$ -		
4				\$ -	\$ -	\$ -		
5				\$ -	\$ -	\$ -		
6				\$ -	\$ -	\$ -		
7				\$ -	\$ -	\$ -		
8				\$ -	\$ -	\$ -		
9				\$ -	\$ -	\$ -		
10				\$ -	\$ -	\$ -		
11				\$ -	\$ -	\$ -		
12				\$ -	\$ -	\$ -		
13				\$ -	\$ -	\$ -		
14				\$ -	\$ -	\$ -		
15				\$ -	\$ -	\$ -		
16				\$ -	\$ -	\$ -		
17				\$ -	\$ -	\$ -		
18				\$ -	\$ -	\$ -		
19				\$ -	\$ -	\$ -		
20				\$ -	\$ -	\$ -		
21				\$ -	\$ -	\$ -		
22				\$ -	\$ -	\$ -		
23				\$ -	\$ -	\$ -		
24				\$ -	\$ -	\$ -		
25				\$ -	\$ -	\$ -		



**NEVADA PUBLIC AGENCY INSURANCE POOL  
PROSPECTIVE MEMBERS UNDERWRITING REVIEW**

**Name of Entity:** Carson Montessori Charter School

**Related Entities to be Included:** none

**Insurance Agent:** Warren Reed Insurance

**Estimated Annual Premium:** \$ 7,000

**Date:** 2/14/2018

<u>Criteria</u>	<u>Considered</u>	<u>Required</u>	<u>Comments</u>
Cooperative Attitude Toward Loss Control		X	<u>yes</u>
Exposures Acceptable		X	<u>280 ADA; 37 employees</u>
Policies/Procedures Exist For Critical Operations		X	<u>Yes</u>
Loss Experience Acceptable		X	<u>No losses</u>
Well-Maintained Facilities and Equipment	X		<u>yes</u>
Sound Financial Condition	X		<u>State school funds; grants</u>
Quality of Management/Stability of Board	X		<u>stable</u>
Employee Procedures Manual	X		<u>yes</u>
Training Programs for Employees	X		<u>yes</u>
Urban vs. Rural Location	X		<u>Carson City</u>
Established Risk Management and Safety Program	X		<u>yes</u>
Unusual Operations	X		<u>no</u>
Deductible Size	X		<u>\$ 1,000</u>

**Attachment:**

None

Policy History Recap (Premium and Losses)

No losses

Other:

(J:\Excel\POOL\Prospective Members Underwriting Review Form.xls)

**END OF ITEM #12a**

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

PRODUCER NAME:	<u>Curtis Isom</u>	DATE APPLICATION COMPLETED:	<u>02/12/2018</u>
AGENCY NAME:	<u>Isom Insurance</u>	DATE QUOTE NEEDED TO AGENT:	<u>03/01/2018</u>
AGENCY LOCATION:	<u>PO Box 670, Hawthorne, NV</u>	DATE COVERAGE TO INCEPT:	<u>07/01/2018</u>
AGENCY WEB SITE:	_____	E MAIL ADDRESS:	<u>curtis@isominsurance.net</u>

1) NAMED INSURED:	<u>Mineral County Housing Authority</u>	CONTACT NAME:	<u>Brandi Staton</u>
ADDRESS:	<u>PO Box 2012</u>		
CITY:	<u>Hawthorne</u>	STATE:	<u>NV</u>
PHONE:	<u>775-945-3241</u>	ZIP CODE:	<u>89415</u>

2) PROPOSED PLAN - Please enter limits and retentions desired. Insert "NA" if coverage is not desired.

A. Coverage I (Property - Real & Pers, Auto PhysDam, Bus Inc & Ext Exp, Prop in Transit and Data Proc Media & Equip., etc.)

<u>\$300,000,000</u>	POOL Loss Limit
<u>\$150,000,000</u>	Earthquake (POOL Annual Aggregate) Sublimit
<u>\$150,000,000</u>	Flood (POOL Annual Aggregate) Sublimit
<u>\$10,000,000</u>	Flood Zone A Annual Aggregate Sublimit
<u>\$60,000,000</u>	Equipment Breakdown
<u>\$500,000</u>	Money and Securities, includes Employee Dishonesty

B. Coverage II (Liability - General Liability, Auto Liability, Law Enforcement Liability, Wrongful Acts)

<u>\$10,000,000</u>	Liability Per Accident	<u>\$10,000,000</u>	Liability Policy Aggregate
<u>included</u>	Law Enforcement Liability		
<u>included</u>	Public Officials Errors & Omissions Liability (CLAIMS MADE)		

C. Coverage III Data Security Breach

<u>\$2,000,000</u>	Liability Per Event
<u>\$2,000,000</u>	Annual Aggregate
<u>\$500,000</u>	Privacy Response Expense Sublimit

D. Coverage IV (CLAIMS MADE Public Officials Errors & Omissions Liability

<u>\$10,000,000</u>	Liability Per Claim	<u>\$10,000,000</u>	Liability Policy Aggregate	Maintenance Ded.: _____
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E. Coverage VI

<u>\$500,000</u>	Employee Dishonesty	<u>\$250,000</u>	Money Orders & Counterfeit Currency	Maintenance Ded.: _____
<u>\$250,000</u>	Money & Securities (Inside Premises)	<u>\$250,000</u>	Depositors Forgery	
<u>\$250,000</u>	Money & Securities (Outside Premises)			

F. Any other coverage required (please attach additional information as necessary):

Requested Limit	
<u>\$1,000,000</u>	<u>D&amp;O &amp; EPLI</u>
_____	_____

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

3) CURRENT PROGRAM INFORMATION

COVERAGE TYPE	CARRIER NAME	LIMITS	DEDUCTIBLE	RETRO DATE	PREMIUM
A. Property (incl APD)	State Farm	\$2,570,000	\$5,000		\$14,229
B. General Liability	State Farm	\$300,000			included
C. Law Enforcement Liability					
D. Automobile Liability	State Farm	\$300,000	\$1,000		\$924
E. Pub Off E&O Liability					
F. Excess Liability					
G. Crime					
H. D&O + EPLI	USLI	\$1,000,000	\$1,000		\$2,125
I.					
J.					
Total Premiums:					\$17,278

4) PROPERTY INFORMATION

**NOTE: YOU MUST FORWARD A COMPLETE PROPERTY SCHEDULE WITH THIS APPLICATION**

PROTECTION CLASS 5  
 APPRAISAL DATE \_\_\_\_\_

A. Values - **IMPORTANT THAT 100% REPLACEMENT COST VALUES BE SHOWN**

	\$ VALUES	% OF TOTAL
Total Building Values	\$3,987,000	94.9%
Total Contents Values	\$112,000	2.7%
Total Auto Physical Damage Values (all licensed vehicles)	\$16,500	0.4%
Total Equipment Values	\$0	0.0%
Total EDP Equipment Values	\$0	0.0%
Total EDP Media Values	\$0	0.0%
Total EDP Extra Expense Values	\$0	0.0%
Total Accounts Receivable Values	\$0	0.0%
Total Valuable Papers Values	\$5,000	0.1%
Total Business Interruption Values	\$0	0.0%
Total Extra Expense Values	\$20,000	0.5%
Total Rental Income Values	\$60,000	1.4%
Total Transit Values	\$0	0.0%
Total Course of Construction Values	\$0	0.0%
Total All Other Miscellaneous Values	\$0	0.0%
Total Property Values:	\$4,200,500	100.0%

B. If flood coverage is requested, provide details of the flood exposure. List property values (Real & Personal) within Federally-defined flood plains (A & V):

LOCATION ADDRESS & DESCRIPTION	\$ VALUES @ LOCATION	% OF TOTAL
1003 Park St, Hawthorne, NV 89415	\$4,156,000	98.9%
		0.0%
		0.0%

C. Construction Details - **THIS SECTION MUST BE COMPLETED IN ORDER TO SECURE A QUOTATION**

ISO CLASSIFICATION	# OF LOCATIONS	% OF TOTAL
[1] Frame or Brick Veneer	1	100.0%
[2] Brick		0.0%
[3] Non-Combustible		0.0%
[4] Masonry Non-Combustible		0.0%
[5] Semi-Fire Resistive		0.0%
[6] Fire Resistive		0.0%
Any Other Classifications (describe)		0.0%
Total # of Locations:	1	100.0%

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
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**MAIN APPLICATION**

D. Protection Details - **THIS SECTION MUST BE COMPLETED IN ORDER TO SECURE A QUOTATION**

CLASSIFICATION	# OF LOCATIONS	% OF TOTAL
Sprinklered	<u>0</u>	0.0%
Burglar Alarm - Local Sound	<u>0</u>	0.0%
Central Station Alarms (both Burglar & Fire)	<u>0</u>	0.0%
Security Guards	<u>0</u>	0.0%
Smoke Detectors	<u>54</u>	100.0%
All Other Types of Protection (describe) _____	<u>0</u>	0.0%
	Total # of Locations: <u>54</u>	<u>100.0%</u>

5) GENERAL LIABILITY

A. Entity Information: Does the public entity own or operate any of the following? *(Please Answer Yes / No):*

<u>NO</u> Airports (ALA policy excludes)	<u>NO</u> Hospitals
<u>NO</u> Amusement Park, Carnival, Circus	<u>NO</u> Housing Authority, Projects
<u>NO</u> Athletic Participants	<u>NO</u> Independent Contractors
<u>NO</u> Beaches, Lakes	<u>NO</u> Jail or Detention Facilities
<u>NO</u> County Homes	<u>NO</u> Landfills
<u>NO</u> Blasting Operations	<u>NO</u> Law Enforcement Activities
<u>NO</u> Bleachers, Arenas, Stadiums	<u>NO</u> Marinas
<u>NO</u> Cemeteries	<u>NO</u> Nursing Homes
<u>NO</u> Dams, Reservoirs	<u>NO</u> Racing / Rodeo Exhibitions
<u>NO</u> Day Care Centers or Day Camps	<u>NO</u> Recreational Facilities (Parks, Camps, etc.)
<u>NO</u> Electric Utility	<u>NO</u> Schools and Colleges
<u>NO</u> EMT's, Paramedics, Nurses	<u>NO</u> Sewer Utility
<u>NO</u> Fairs, Festivals	<u>NO</u> Ski Facility
<u>NO</u> Fire Department	<u>NO</u> Streets, Roads, Highways, Bridges
<u>NO</u> Fireworks Displays	<u>NO</u> Transportation System (Buses, Rail Service or Subways)
<u>NO</u> Garbage Collection	<u>NO</u> Water Utility
<u>NO</u> Gas Utility	<u>NO</u> Watercraft
<u>NO</u> Golf Course	<u>NO</u> Wharves, Piers, Docks
<u>NO</u> Health Department	<u>NO</u> Zoo

Any additional exposures not mentioned in the checklist above: \_\_\_\_\_

Any exposures checked yes above that insured elsewhere or subcontracted out to others: \_\_\_\_\_

B. General Information

<u>NA</u> Population
<u>2</u> Employee Count
<u>92,000</u> Total Payroll

D. Independent Contractor Operations Questionnaire

1. Does the Entity ever make use independent contractors? NO If yes, please describe the contractor types used & purposes: \_\_\_\_\_

2. Does the Entity require the following:

_____ Certificate of Insurance?
_____ Limits at least equal to those carried by the Entity (if general contractor)?
_____ Is the Entity named as an Additional Insured on the contractor's policy?
_____ Are there Hold Harmless Agreements used in all of the Entity's contracts?

3. Do you hold any special events in which you do not transfer liability to the contractor performing the special event? \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

6) **AUTOMOBILE LIABILITY**

A. *CATEGORY*

	# THIS TYPE	% THIS TYPE
Private Passenger Cars (up to 10,000 lbs GVW) - Non Emergency	0	0.0%
Private Passenger Cars (up to 10,000 lbs GVW) - Emergency (e.g. Fire, Police)	0	0.0%
15 Passenger Vans	0	0.0%
Other Vans, Pickup Trucks, other Light Trucks (up to 10,000 lbs GVW)	0	0.0%
Medium Weight Trucks (10,000 to 20,000 lbs GVW)	1	100.0%
Heavy Trucks (20,000 to 50,000 lbs GVW)	0	0.0%
Extra-Heavy Trucks (greater than 50,000 lbs GVW)	0	0.0%
Fire Trucks	0	0.0%
Ambulances	0	0.0%
Motorcycles	0	0.0%
Buses	0	0.0%
Miscellaneous Powered Vehicles	0	0.0%
Total Automobiles:	1	100.0%
Trailers, All Types	0	100.0%

B. Underwriting Criteria

1. Describe operations of any passenger vans or buses (including radius, frequency, receipts, etc.):

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3. Describe any vehicles modified to handle handicapped or wheelchair passengers:

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7) **PUBLIC OFFICIALS' ERRORS AND OMISSIONS LIABILITY - this coverage is provided on a CLAIMS-MADE basis**

A. Budget (last three years)	<i>BOND RATING</i>	<i>YEAR</i>	<i>REVENUES</i>	<i>EXPENDITURES</i>	<i>SURPLUS or DEFICIT (+/-)</i>
1. Current Fiscal Year					0
2. Prior Fiscal Year					0
3. Fiscal Year Two Years Prior					0
			ACCUMULATED SURPLUS		
4. Please attach a scanned copy, or mail a photocopy, of the most current budget when you return this application.					
5. Please explain any deficit positions.					

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

1. Type Employees	<i>ACCOUNTANTS</i>	<i>ARCHITECTS</i>	<i>ATTORNEYS</i>	<i>ENGINEERS</i>	<i>ALL OTHER</i>	<i>TOTAL</i>
Full Time:	<u>          0          </u>	<u>          0          </u>	<u>          0          </u>	<u>          0          </u>	<u>          2          </u>	<u>          2          </u>
Part Time:	<u>                          </u>	<u>                          </u>	<u>                          </u>	<u>                          </u>	<u>                          </u>	<u>          0          </u>
Total Employees:	<u>          0          </u>	<u>          0          </u>	<u>          0          </u>	<u>          0          </u>	<u>          2          </u>	<u>          2          </u>
3. Indicate elected (E) or appointed (A) officials:						
<u>                          </u>	Mayor		<u>                          </u>	President / Chair of County Commission		
<u>                          </u>	City Manager or Administrator		<u>                          </u>	County Commissioner / Supervisor		
<u>                          </u>	City / County Clerk		<u>                          </u>	Personnel Director		
<u>                          </u>	City Council Members		<u>                          </u>	<u>                          </u>		
4. Have any of the following occurred within the past three years?						
a. Have you had a strike, slowdown, or other employee disruption?						<u>          NO          </u>
b. Has there been a layoff of employees or reductions in service?						<u>          NO          </u>
c. Have there been any disputes or suits involving voting or voting rights violations?						<u>          NO          </u>
d. Has any person, former employee, or job applicant made claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment?						<u>          NO          </u>
5. Does your entity administer or act in a fiduciary capacity for any employment benefit or any self-insurance fund?						<u>          NO          </u>
6. Does the Insured have a zoning commission?						<u>          NO          </u>
7. Does your entity follow a formal, written procedure for employee disputes / complaints?						<u>          NO          </u>
8. Does the Insured administer a centralized emergency dispatch system for other entities?						<u>          NO          </u>
If yes, please submit a copy of the current contract.						

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**MAIN APPLICATION**

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8) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

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**COVERAGE NOTICE**

If this account meets our underwriting standards, liability coverage will be quoted as follows:

- \* Automobile Liability, General Liability and Law Enforcement Liability will be quoted on an OCCURRENCE basis.
- \* Public Officials' Errors and Omissions Liability will be quoted on a CLAIMS-MADE basis.

The information provided in this application and all schedules are true and correct to the best of my knowledge.

Signed: \_\_\_\_\_

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

Named Insured: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Agent/Broker Name: \_\_\_\_\_

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SITE	BLDG	DESCRIPTION	ADDRESS	CITY	ST	ZIP	CONSTR	SQFT	# ST	YEAR	PROT. DEVICES	FLOOD ZONE	BUILDINGS VALUE	CONTENTS VALUE
1	1	Manor	1001 Park St	Hawthorne	NV	89415	Frame	3405	1	1987		A0	425,000	16,000
1	2	Manor/Office/Laundromat	1003 Park St	Hawthorne	NV	89415	Frame	2575	1	1985		A0	322,000	40,000
1	3	Shop/Apartment	1002 Park St	Hawthorne	NV	89415	Frame	1152	1	1984		A0	145,000	14,000
1	4	Duplex	1003 1/2 Park St	Hawthorne	NV	89415	Frame	1152	1	1984		A0	145,000	2,000
1	5	Duplex	1005 1/2 Park St	Hawthorne	NV	89415	Frame	1152	1	1985		A0	145,000	2,000
1	6	Duplex	1006 Park St	Hawthorne	NV	89415	Frame	1152	1	1985		A0	145,000	2,000
1	7	Duplex	1009 Park St	Hawthorne	NV	89415	Frame	1152	1	1985		A0	145,000	2,000
1	8	Duplex	1010 Park St	Hawthorne	NV	89415	Frame	1152	1	1983		A0	145,000	2,000
1	9	Duplex	1013 Park St	Hawthorne	NV	89415	Frame	1152	1	1984		A0	145,000	2,000
1	10	Duplex	1014 Park St	Hawthorne	NV	89415	Frame	1152	1	1986		A0	145,000	2,000
1	11	Duplex	1017 Park St	Hawthorne	NV	89415	Frame	1152	1	1988		A0	145,000	2,000
1	12	Duplex	1018 Park St	Hawthorne	NV	89415	Frame	1152	1	1988		A0	145,000	2,000
1	13	Duplex	1021 Park St	Hawthorne	NV	89415	Frame	1152	1	1987		A0	145,000	2,000
1	14	Duplex	1022 Park St	Hawthorne	NV	89415	Frame	1152	1	1986		A0	145,000	2,000
1	15	Duplex	1025 Park St	Hawthorne	NV	89415	Frame	1152	1	1986		A0	145,000	2,000
1	16	Duplex	1028 Park St	Hawthorne	NV	89415	Frame	1152	1	1989		A0	145,000	2,000
1	17	Duplex	1029 Park St	Hawthorne	NV	89415	Frame	1152	1	1988		A0	145,000	2,000
1	18	Duplex	899 Park St	Hawthorne	NV	89415	Frame	1152	1	1988		A0	145,000	2,000
1	19	Duplex	903 Park St	Hawthorne	NV	89415	Frame	1152	1	1990		A0	145,000	2,000
1	20	Duplex	907 Park St	Hawthorne	NV	89415	Frame	1152	1	1991		A0	145,000	2,000
1	21	Duplex	909 Park St	Hawthorne	NV	89415	Frame	1152	1	1990		A0	145,000	2,000
1	22	Duplex	915 Park St	Hawthorne	NV	89415	Frame	1152	1	1989		A0	145,000	2,000
1	23	Duplex	919 Park St	Hawthorne	NV	89415	Frame	1152	1	1991		A0	145,000	2,000
1	24	Duplex	1000 10th St	Hawthorne	NV	89415	Frame	1152	1	1993		A0	145,000	2,000
1	25	Block Fence	Park St	Hawthorne	NV	89415	Masonry	1152	1	1992		A0	50,000	0



Entity Name:					
Year	Make	Model	Serial #	Use/Dept.	Value



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
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**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

**A. LAW ENFORCEMENT**

Number of Full Time Armed Officers?	_____	Number of Part Time Armed Officers?	_____
Number of Full Timed Unarmed Officers?	_____	Number of Part Time Unarmed Officers?	_____
Number of Dispatchers?	_____	Number of Police Dogs?	_____
Do District Attorney / Prosecutors have arrest authority or arrest warrant authority?		_____	

1. Dispatching

a. Does the Insured handle its own dispatch?	_____		
b. Does the Entity dispatch for other public or private entities?	_____		
c. What is the total population served?	_____		
d. Are incoming calls to dispatchers recorded?	_____	How long are tapes maintained?	_____
e. What services do you dispatch (e.g. Emergency, Fire, Police, etc.)?	_____		

2. Policies & Procedures Manuals

a. Does the Insured have a policy and procedures manual?	_____		
b. Date of manual?	_____	Date of last revision / update?	_____
c. Is the manual reviewed annually by legal counsel?	_____		
d. Is the manual distributed to all personnel?	_____		
Is the manual reviewed with them periodically as part of their formal training?			
e. Does the Insured have policies governing:			
Use of deadly force	_____	AIDS	_____
Use of non-deadly force	_____	Handling of intoxicated individuals	_____
Vehicle "hot" pursuit	_____	Ride alongs	_____
Domestic violence	_____		
f. Does the Insured require a report when force must be used?	_____		

3. Education & Training Requirements

a. What is the minimum education requirement for hiring new officers?	_____		
b. Is psychological testing required before hiring?	_____		
Are results reviewed by a person trained in this field?	_____		
Is the applicant interviewed by a psychologist / psychiatrist?	_____		
c. What background investigations are completed prior to hiring new officers?	_____		
d. What training of armed street officers is required prior to any assignment where they are armed?			
Academy Training?	_____	Minimum # of Academy hours?	_____
Other (explain)	_____		
e. Is a minimum annual in service training update required?	_____	Numbers of hours annually?	_____
f. Is all training documented in a training log?	_____	How long are logs kept?	_____
g. Are new officers formally assigned to work with a field training officer?	_____		
h. Are officers trained and qualified before using:			
Baton / PR24?	_____	Control Holds?	_____
Mace / Chemicals?	_____	Stun / Laser Guns?	_____
i. How often must an officer requalify with:			
Service revolver?	_____	Other weapons?	_____
Personal weapon?	_____		
j. What training do part-time / auxiliary officers, or reserve officers, armed and with arrest authority, receive?	_____		
Is this training given before duty assignment?	_____	If not, what assignments may part-time officers be given prior to training?	_____
What type of assignments do auxiliary officers perform?	_____		
k. Do all officers receive training in:	First Aid?	CPR?	
	_____	_____	_____

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

- i. Are all officers trained in vehicle operations? \_\_\_\_\_  
 Do all officers receive actual or simulated vehicular operations training? \_\_\_\_\_  
 Are officers required to complete a defensive driving training program? \_\_\_\_\_  
 m. Is every course completed documented to each employee and each auxiliary person's personal or training file? \_\_\_\_\_
4. Underwriting Information
- a. Does the Insured contract law enforcement services to any other public or private entity? \_\_\_\_\_  
 b. Is the Insured a party to any mutual aid, reciprocal, or regional task force agreements? \_\_\_\_\_  
 c. Does the Insured authorize employee "moonlighting"? \_\_\_\_\_ Is "moonlighting" preapproved? \_\_\_\_\_  
 Is "moonlighting" in bars and taverns approved? \_\_\_\_\_ If yes, please attach a copy of "moonlighting" policies. \_\_\_\_\_  
 d. Is the Insured currently at authorized strength? \_\_\_\_\_  
 e. Total full-time employees: Last Year? \_\_\_\_\_ Prior Year? \_\_\_\_\_ Two Years Prior? \_\_\_\_\_

**B. PENAL & JAIL INSTITUTIONS - Please complete for each separate facility to be insured**

1. Is coverage for a jail premises desired? \_\_\_\_\_ If yes, does the Insured operate a:  
 Jail? \_\_\_\_\_ Holding Cell? \_\_\_\_\_  
 Detention Home? \_\_\_\_\_ Non-Owned facility (contractual only)? \_\_\_\_\_
2. Total square footage of jail area? \_\_\_\_\_ Total square footage of jail cells only? \_\_\_\_\_  
 Year Built? \_\_\_\_\_ Year Renovated? \_\_\_\_\_ Date of Last Inspection? \_\_\_\_\_
3. Number of cells? \_\_\_\_\_ Number of beds? \_\_\_\_\_ State certified capacity? \_\_\_\_\_  
 Average number of daily inmates? \_\_\_\_\_ Average length of stay? \_\_\_\_\_
4. Are full-time jailors on duty 24 hours/day? \_\_\_\_\_ Are part-time jailors used? \_\_\_\_\_  
 Number of jailors on duty each shift? \_\_\_\_\_
5. Are the jail premises regularly inspected by: State Corrections Officials? \_\_\_\_\_ Health Department? \_\_\_\_\_  
 Date of last inspection by State Corrections Officials? \_\_\_\_\_ Please list outstanding recommendations below:  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Are smoke detectors in the jail? \_\_\_\_\_ Method of inmate surveillance? \_\_\_\_\_
7. Are there jail operations manuals covering:  
 Intake screenings and classification of inmates? \_\_\_\_\_ Storage & Administration of Medication? \_\_\_\_\_  
 Strip searches? \_\_\_\_\_ Suicide ID Guidelines? \_\_\_\_\_  
 Jail evacuation? \_\_\_\_\_ Visual Observation of Inmates? \_\_\_\_\_  
 Medical treatment / sick call? \_\_\_\_\_
8. Are men and women segregated? \_\_\_\_\_ If yes, in what manner? \_\_\_\_\_  
 Are youthful offenders (those age 18 and younger) separated from older inmates? \_\_\_\_\_  
 If yes, in what manner? \_\_\_\_\_  
 Are prisoners who have committed violent crimes segregated from those who are incarcerated for lesser offenses? \_\_\_\_\_
9. Does the Insured have a contract with any other Entity for use of the jail? \_\_\_\_\_  
 If yes, give the name of the Entity. \_\_\_\_\_
10. Has there ever been a riot or other prisoner-led disturbance? \_\_\_\_\_ If yes, please describe.  
 \_\_\_\_\_  
 \_\_\_\_\_
11. In the last three years, have there been any jail suicides or attempted suicides? \_\_\_\_\_  
 If yes, explain and provide details and explain what has been done to prevent future suicides. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
12. Is the jail operating under a court order or Consent Decree? \_\_\_\_\_ If yes, please attach a copy with any modifications.
13. Has the department received accreditation from the Commission on Accreditation for Law Enforcement Agencies, Inc.? \_\_\_\_\_  
 If yes, when? \_\_\_\_\_

**C. FIRE DEPARTMENT**

1. Number Paid Professionals: \_\_\_\_\_ Number Volunteer: \_\_\_\_\_  
 2. Annual Calls - Emergency: \_\_\_\_\_ Annual Calls - Non-Emergency: \_\_\_\_\_  
 3. What kind of training is required? \_\_\_\_\_  
 \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
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**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

**D. EMT's, PARAMEDICS, and NURSES / MEDICAL PROFESSIONAL LIABILITY EXPOSURES**

- |   |                     |                 |
|---|---------------------|-----------------|
| 1. Please give the number of each of the following certified personnel: | # of Paid Employees | # of Volunteers |
| Certified Personnel   | _____               | _____           |
| Emergency Medical Technicians   | _____               | _____           |
| Paramedics  | _____               | _____           |
| Nurses  | _____               | _____           |
| LPNs  | _____               | _____           |
2. Radius of operations? \_\_\_\_\_
3. Indicate the type of training received by emergency personnel. \_\_\_\_\_
- 
4. Type of Institution and Operation ("X" if appropriate)
- \_\_\_\_\_ Convalescent or Nursing Home - Please complete a nursing home supplemental application
- \_\_\_\_\_ Clinic - Health Department
5. Clinic / Nurses / Health Department
- a. Are you approved by Medicare? \_\_\_\_\_
  - b. Do you comply with all federal, state or local licensing requirements? \_\_\_\_\_
  - c. Number of clinics \_\_\_\_\_
  - d. Describe operations of clinic \_\_\_\_\_
  - e. List all duties of the county nurses \_\_\_\_\_
  - f. # of patients seen each week \_\_\_\_\_
  - g. Describe training, licensing and certification requirements for all nurse: \_\_\_\_\_
  - h. Do nurses work only for you? \_\_\_\_\_
  - i. Do you provide Home Health Care visits \_\_\_\_\_ If yes, how many visits each week \_\_\_\_\_
- \*Clinic visits means any outpatient visit on or off the premises involving the examination or treatment of a patient by a nurse.  
 Count only "hands-on" nurse/patient encounters, not indirect encounters for an x-ray or laboratory results interpretation.  
 A visit is a threshold crossing which may involve multiple occasions of service from more than one clinical department.*

**E. COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

1) DAY CARE / DAY CAMPS

- A. Number of centers operated? \_\_\_\_\_
- B. Number of days open per week? \_\_\_\_\_
- C. Describe care provider employment requirements (experience and credentials). \_\_\_\_\_

- |  |          |        |                      |
|--|----------|--------|----------------------|
| F. Number of individuals for which care is provided: | Children | Adults | Staff providing care |
| Average # per day                                    | _____    | _____  | _____                |
| Maximum # per day                                    | _____    | _____  | _____                |
- G. Is transportation provided by the Entity? \_\_\_\_\_ If yes, please describe. \_\_\_\_\_

2) TRANSPORTATION & CONVEYANCE

- A. Number of buses? \_\_\_\_\_ Radius of operation? \_\_\_\_\_ Annual receipts? \_\_\_\_\_
- Average daily miles? \_\_\_\_\_ Average daily riders? \_\_\_\_\_

B. Streets & Roads

- 1. Roads / Highways
 

Mileage - Paved: _____	Mileage - Unpaved: _____
------------------------	--------------------------

  - a. Condition of roads? \_\_\_\_\_
  - b. Does the Entity have a regular maintenance and upkeep program? \_\_\_\_\_
  - c. Are written records of maintenance kept? \_\_\_\_\_
  - d. Are barricades and warnings used at road work sites? \_\_\_\_\_
  - e. Are road signs regularly inspected for visibility or missing signs? \_\_\_\_\_
- 2. Sidewalks
  - a. How often are sidewalks inspected for defects? \_\_\_\_\_
  - b. Are written records of inspection kept? \_\_\_\_\_
  - c. Please describe sidewalk replacement program. \_\_\_\_\_

3. Bridges

- a. How many bridges of over 20 feet in length are maintained by the Entity? \_\_\_\_\_
  - b. Are all bridges posted for weight limits? \_\_\_\_\_
  - c. Are there any one-lane bridges? \_\_\_\_\_ If so, are warning signs posted? \_\_\_\_\_
  - d. Are any bridges closed, condemned, or structurally deficient? \_\_\_\_\_ List by bridge number and give reasons: \_\_\_\_\_
- 
- e. Are warning signs posted? \_\_\_\_\_ Are barriers permanent? \_\_\_\_\_
  - When was the last inspection? \_\_\_\_\_ By whom? \_\_\_\_\_
  - Number of Bridges passed? \_\_\_\_\_ Have all recommendations been complied with? \_\_\_\_\_

- 4. Describe the training of employees in the use of snow removal equipment on roadways. \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

3) UTILITIES

A. Blasting

1. Is blasting contracted out? \_\_\_\_\_
2. Are Certificates of Insurance and limits at least equal to those carried by the Entity required? \_\_\_\_\_

NOTE: If 1 or 2 are answered NO, please complete the following:

- a. Please describe the types and locations of blasting.

\_\_\_\_\_

- b. How many blasts per year? \_\_\_\_\_ Is the blaster certified? \_\_\_\_\_

- c. Please describe the precautions taken prior to blasting.

\_\_\_\_\_

B. Electric

1. Annual Payroll (excl clerical)? \_\_\_\_\_ Number of customers served? \_\_\_\_\_
2. Does the Entity do any of the following: Pole Erection / Wire Stringing? \_\_\_\_\_ Customer Connect? \_\_\_\_\_  
Transformer Installation? \_\_\_\_\_ Meter Reading? \_\_\_\_\_
3. Customer Profile: Residential - \_\_\_\_\_ Commercial - \_\_\_\_\_ Industrial - \_\_\_\_\_
4. Does the utility generate or purchase power? \_\_\_\_\_  
If purchased, who is the supplier? \_\_\_\_\_ If generated, how (steam, wind, water)? \_\_\_\_\_
5. What is the Maximum Capacity? \_\_\_\_\_ Number of miles of high voltage lines? \_\_\_\_\_

C. Landfills

1. LOCATION of SITE	TOTAL ACRES	ACRES in USE	ACRES FENCED	#YRS in OPS	CONTROL of LANDFILL*	DNA EPA ID
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

\* A = Abandoned, C = Closed, E = Entity Operated, S = Subcontracted Out

2. In what type of area is/are the landfill(s) located? \_\_\_\_\_  
Please describe adjacent properties. \_\_\_\_\_
3. Do employees monitor attendance when the site is open? \_\_\_\_\_  
Is each site fenced with a locked gate when closed? \_\_\_\_\_
4. How close is the nearest surface water? \_\_\_\_\_ Drinking water? \_\_\_\_\_
5. Describe any test(s), system(s), or equipment used to monitor this site(s). \_\_\_\_\_

\_\_\_\_\_

6. What type and form of waste goes into each site?

	TYPE	FORM
Location 1.	_____	_____
Location 2.	_____	_____
Location 3.	_____	_____
Location 4.	_____	_____
Location 5.	_____	_____

TYPE = Household, Commercial, Industrial, Organic  
FORM = Solid, Liquid, Sludge

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

7. Is any hazardous waste handled at any site? \_\_\_\_\_ If yes, please describe material and handling at any site.

\_\_\_\_\_

8. Is the Entity aware of any prior activities which involved hazardous wastes? \_\_\_\_\_ If yes, please describe.

\_\_\_\_\_

9. If there are any abandoned or closed sites, please describe closure plans.

\_\_\_\_\_

10. Are there Methane Gas Escape Vents?

11. Is the landfill covered each night per EPA standards?

\_\_\_\_\_  
 \_\_\_\_\_

**D. Sewer**

1. Is a sewage disposal plan maintained? \_\_\_\_\_ If yes, please give payroll.

2. Number of miles of sewer lines maintained? \_\_\_\_\_

3. Percentage of work, such as laying of sewers, removal of sludge, etc., is  
 Undertaken directly by Entity? \_\_\_\_\_

Performed by Independent Contractors? \_\_\_\_\_

**E. Water**

1. Annual Payroll (excl clerical)? \_\_\_\_\_ Gallons per year? \_\_\_\_\_ Miles of Pipe? \_\_\_\_\_

2. Type of pipe used? \_\_\_\_\_

3. Percentage of work, such as laying of waterlines, etc., that is:

Undertaken directly by Entity? \_\_\_\_\_

Performed by Independent Contractors? \_\_\_\_\_

4. Source of water supply? \_\_\_\_\_

Age of the system? \_\_\_\_\_

Date upgraded? \_\_\_\_\_

How often is drinking water tested? \_\_\_\_\_

By whom? \_\_\_\_\_

5. Does Entity have water supply tanks? \_\_\_\_\_

If yes, please list below

CONSTRUCTION	TYPE	CAPACITY (gal)	DATE LAST INSPECTED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Type of public protection around the tank base(s) (fencing, lighting, aircraft warning lights, runoff channels, etc.)

\_\_\_\_\_

7. Are tanks inspected by qualified engineers? \_\_\_\_\_ How often? \_\_\_\_\_

8. Does the system comply with current local and federal standards for hygiene and metals content? \_\_\_\_\_

\_\_\_\_\_



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

3) DAMS / DIKES / LEVEES / RESERVOIRS / SPILLWAYS (*any barrier built to impound water that, if it broke, would release water in a floodlike manner*)

This supplement must be completed for each Dam/Dike/Levee/Reservoir or Spillway - please copy this section again below this one for each additional structure.

A. Dam / Dike / Levee / Reservoir / Spillway

1. General Information

a) Structure Name: \_\_\_\_\_ Structure Location: \_\_\_\_\_

b) Year built: \_\_\_\_\_ Type (e.g. Dam, Dike, Levee, Reservoir, Spillway): \_\_\_\_\_

c) General Condition & Maintenance: \_\_\_\_\_ (Excellent, Good, Fair, or Poor)

d) Built under the Direction of: \_\_\_\_\_ (Owner, Corps of Engineers, Dept of Interior, Dept of Agriculture, Bureau of Reclamation)

e) Purpose(s):  
 Agriculture \_\_\_\_\_ Power\* \_\_\_\_\_  
 Flood Control \_\_\_\_\_ Water Supply \_\_\_\_\_  
 Industrial \_\_\_\_\_ \_\_\_\_\_

\*if Power, describe alternate source in event of power failure: \_\_\_\_\_

f) Hazard Code: \_\_\_\_\_ (I, II, III, IV - see below) Safety: \_\_\_\_\_ (Safe or Unsafe)

g) Construction: \_\_\_\_\_ (Concrete, Earthen, Steel, or Timber) - if Other, Please Specify: \_\_\_\_\_

h) Dimensions: Height \_\_\_\_\_ Top Width \_\_\_\_\_ Base Width \_\_\_\_\_

i) Name of Tributary Rivers:  
 Upstream \_\_\_\_\_  
 Downstream \_\_\_\_\_

j) Normal Pond Measurements: # of Acres \_\_\_\_\_ Storage Capacity (Acres / Feet) \_\_\_\_\_  
 Is additional storage available in Flood State? \_\_\_\_\_ If Yes, please describe \_\_\_\_\_

k) Water Level Control: Gates? \_\_\_\_\_ Other? (describe) \_\_\_\_\_  
 If Gates, what Type? \_\_\_\_\_  
 How are they Operated? \_\_\_\_\_  
 By Whom? \_\_\_\_\_

2. Upstream Exposures - Are there any Exposures to any of the Following?

Structures, Industrial Complexes, Housing? \_\_\_\_\_ If "Yes", please describe & be specific (include distances, etc.)

Recreational Areas (e.g. swimming, boating, camping) \_\_\_\_\_ If "Yes", please describe & be specific

Bridges \_\_\_\_\_

Lower Dams \_\_\_\_\_ If "Yes", please give Names

Highways \_\_\_\_\_

Railroads \_\_\_\_\_

Agricultural Areas \_\_\_\_\_ If "Yes", is there an exposure to:  
 Livestock \_\_\_\_\_  
 Crops \_\_\_\_\_  
 Dwellings \_\_\_\_\_  
 Barns / Sheds \_\_\_\_\_

3. Downstream Exposures

Type	Distance	Description
Housing	_____	_____
Other Structures	_____	_____
Industrial Complexes	_____	_____
Pumping Stations	_____	_____
Lower Dams	_____	_____
Recreational Areas	_____	_____
Bridges	_____	_____
Highways	_____	_____
Railroads	_____	_____
Agricultural Areas	_____	_____

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

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4. Dam Inspection

How often: \_\_\_\_\_ By Whom: \_\_\_\_\_

Has risk been included in the National Program for Dam Inspection? \_\_\_\_\_

If "Yes", please attach a copy of the most recent inspection report and responses to recommendations

If "No", please attach a copy of the most recent independent inspection report

5. Losses - please describe any losses or pending suits which have occurred involving the dam or reservoir; include the amount of damages paid and amounts in reserve

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Please attach a copy of Emergency Procedures / Plan. If you have more than one dam / dike / levee / reservoir / spillway, please complete one questionnaire for each.

HAZARD CODES:

- |           |  |
|-----------|--|
| Class I   | Dams which, should they fail, would likely cause loss of life.   |
| Class II  | Dams which, should they fail, would likely cause substantial downstream property damage, but are not considered to be a threat to life.  |
| Class III | Dams which would cause little or no downstream damage should they fail.  |
| Class IV  | Dams which are less than 15 feet in height, impound less than 15 acre feet of water to the top of the dam, and drain less than 150 acres.<br>No dam may be included in the Class IV category if failure of the dam could cause downstream property damage or loss of life. |

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4) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PARKS & RECREATION SUPPLEMENTAL APPLICATION**

1) RECREATIONAL FACILITIES

A. Fireworks

1. Please list the types of events and scheduled dates. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. Are displays conducted by licensed pyrotechnicians?  
 If no, please explain (e.g. who will set up & launch? experience? etc.) \_\_\_\_\_  
 \_\_\_\_\_
3. Where is the display held (e.g. river, park, open field, etc.)? \_\_\_\_\_
4. How long will the display last? \_\_\_\_\_
5. Will emergency vehicles be on the premises? \_\_\_\_\_
6. Please give the approximate distance from the crowd. \_\_\_\_\_
7. Please give the approximate distance to the nearest structure. \_\_\_\_\_

B. Parks & Recreation Facilities

1. Parks & Recreation Areas

- a. How many parks are owned by the Entity? \_\_\_\_\_ # of Acres? \_\_\_\_\_
- b. Is playground equipment inspected? \_\_\_\_\_ How often? \_\_\_\_\_  
 Is corrective action on equipment documented? \_\_\_\_\_  
 How is equipment anchored? \_\_\_\_\_
- c. Number of Golf Courses? \_\_\_\_\_ Annual Receipts? \_\_\_\_\_ Liquor Receipts? \_\_\_\_\_
- d. Number of Swimming Pools? \_\_\_\_\_ Wading Pools? \_\_\_\_\_ Wave Pools? \_\_\_\_\_  
 Are all depths marked? \_\_\_\_\_
- e. Any diving boards 3 meters or over? \_\_\_\_\_  
 Are diving wells 12 feet or deeper? \_\_\_\_\_ Is the area surrounding the pool(s) fenced? \_\_\_\_\_  
 If no, what is the depth? \_\_\_\_\_ Are pools drained in the off season? \_\_\_\_\_
- f. Are Certified Lifeguards on duty at all times the pool is open? \_\_\_\_\_  
 Please describe type of Certification. \_\_\_\_\_ Number of Lifeguards on duty? \_\_\_\_\_
- g. Are pool regulations posted? \_\_\_\_\_  
 Are employees trained for the use of chlorine? \_\_\_\_\_ Is chlorine stored in locked facilities? \_\_\_\_\_
- h. Are there any waterslides? \_\_\_\_\_  
 If yes, give height, length, and number of curves. \_\_\_\_\_ Depth of entry well? \_\_\_\_\_  
 Describe supervision in detail. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- i. If you have an ice skating rink, please answer the following:  
 Type of rink? \_\_\_\_\_ Size of rink(s)? \_\_\_\_\_  
 Is the area lighted? \_\_\_\_\_ Is skating supervised? \_\_\_\_\_  
 Please describe controls, if lake or pond: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PARKS & RECREATION SUPPLEMENTAL APPLICATION**

j. Describe location and size of beach areas. \_\_\_\_\_  
 \_\_\_\_\_

Is swimming allowed?	_____	Is the swimming area roped off?	_____
Are Certified Lifeguards on duty during swimming hours?	_____	Number of Lifeguards on duty?	_____
Is any boating permitted near the swimming area?	_____		
Are scheduled swimming hours clearly posted?	_____	Is the area fenced?	_____
Are there any diving platforms or rafts in any part of the swimming area?	_____		
If no swimming is allowed, or no Lifeguards on duty, are warning signs posted?	_____		
Is the beach patrolled regularly during evening hours?	_____		

2. Athletic Participants
- Please attach a list of all athletic activities sponsored and number of participants.
  - Is a signed consent form required from parents/guardians? \_\_\_\_\_

C. Marinas, Watercraft, Wharves, Piers, Docks

- How many piers, docks, or wharves are owned by the Entity? \_\_\_\_\_ Area of each (in sq ft)? \_\_\_\_\_  
 Use of each? \_\_\_\_\_
- Are there boat slips? \_\_\_\_\_ If yes, how many? \_\_\_\_\_
- How many piers / docks are anchored? \_\_\_\_\_
- Is there a regular maintenance and upkeep program for the piers / docks? \_\_\_\_\_ Please describe.  
 \_\_\_\_\_
- How often are the piers / docks inspected? \_\_\_\_\_
- Is there a marina exposure? \_\_\_\_\_ If yes, please describe all operations.  
 \_\_\_\_\_  
 Receipts \_\_\_\_\_ Are there any operations subcontracted out? \_\_\_\_\_ If yes, describe.  
 \_\_\_\_\_
- List owned watercraft, including length, usage, and horsepower of each. \_\_\_\_\_
- Is there any boat rental conducted by the Entity? \_\_\_\_\_ Receipts? \_\_\_\_\_  
 If yes, describe the boat operation in detail. \_\_\_\_\_  
 \_\_\_\_\_

D. Zoo

- Number of acres? \_\_\_\_\_ Hours of Operation? \_\_\_\_\_
- List number and type of animals \_\_\_\_\_
- Can the public feed, pet, or ride any of the animals? \_\_\_\_\_ If yes, describe in detail.  
 \_\_\_\_\_
- How is the public protected from the animals?  
 \_\_\_\_\_
- Are there any rides through open animal ranges? \_\_\_\_\_

2) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
 ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**CLAIMS IN EXCESS OF \$10,000**

#	POLICY PERIOD	DATE OF LOSS	COV TYPE	CLAIM NUMBER	CLAIMANT NAME	TOTAL CLAIM \$ PAID TO DATE	TOTAL CLAIM \$ RESERVED	TOTAL CLAIM \$ INCURRED	O C	CLAIM DESCRIPTION
1		30-Aug-17	Fire		Mineral County Housing	\$30,174	\$4,841	\$35,015		Bag of potting soil caught fire
2								\$0		
3								\$0		
4								\$0		
5								\$0		
6								\$0		
7								\$0		
8								\$0		
9								\$0		
10								\$0		
11								\$0		
12								\$0		
13								\$0		
14								\$0		
15								\$0		
16								\$0		
17								\$0		
18								\$0		
19								\$0		
20								\$0		
21								\$0		
22								\$0		
23								\$0		
24								\$0		
25								\$0		

**NEVADA PUBLIC AGENCY INSURANCE POOL**

**PROSPECTIVE MEMBERS UNDERWRITING REVIEW**

**Name of Entity:** Mineral County Housing Authority

**Related Entities to be Included:** None

**Insurance Agent:** Isom Insurance

**Estimated Annual Premium:** \$ 10,000

**Date:** 2/14/18

<b>Criteria</b>	<b>Considered</b>	<b>Required</b>	<b>Comments</b>
Cooperative Attitude Toward Loss Control		X	<u>yes</u>
Exposures Acceptable		X	<u>Housing Authority Section 8 HUD housing fo Seniors/Disabled</u>
Policies/Procedures Exist For Critical Operations		X	<u>built with ADA standards</u>
Loss Experience Acceptable		X	<u>Potting soil caught fire \$35,000 2017</u>
Well-Maintained Facilities and Equipment	X		<u>Yes</u>
Sound Financial Condition	X		<u>Yes</u>
Quality of Management/Stability of Board	X		<u>Stable</u>
Employee Procedures Manual	X		<u>yes; manager in place 10 yrs; 1 maint. Staff</u>
Training Programs for Employees	X		<u>No</u>
Urban vs. Rural Location	X		<u>rural</u>
Established Risk Management and Safety Program	X		<u>yes</u>
Unusual Operations	X		<u>No</u>
Deductible Size	X		<u>\$ 1,000</u>

**Attachment:** None

Policy History Recap (Premium and Losses) (see app)

Other: \_\_\_\_\_

**PUBLIC AGENCY COMPENSATION TRUST  
APPLICATION**

1. Name of Applicant	Walker Basin Conservancy		
Contact Person:	Jeff Bryant		
Mailing Address:	615 Riverside Dr, Suite C		
City:	Reno	NV	ZIP: 89503
Phone:	775-463-9887	Fax:	
Email:	jeff.bryant@walkerbasin.org		

Number of Full Time Equivalent Employees:

2. Related Entities to be included in coverage: (please complete separate application for each)

Name:

Current Policy # (if not with PACT):

Name:

Current Policy # (if not with PACT):

3. Describe any unusual operations or changes in operations that have taken place in last 5 years or are planned (e.g, bomb squad, pyrotechnics, demolition, etc.):

4. Describe any joint operations with other agencies (mutual aid, interlocal cooperative agreements, etc.) and provide name of agency.

5. Do you conduct any operations outside of the State of Nevada?  Yes  No

If so, describe operations, States, payroll and number of employees:

State	<input type="text"/>	Payroll	<input type="text"/>	# Employees	<input type="text"/>
State	<input type="text"/>	Payroll	<input type="text"/>	# Employees	<input type="text"/>

6. Do you handle, store, distribute or transport chemicals, hazardous materials, explosives, explosive material.  Yes  No

If yes, provide full details:

7. Do your operations involve communicable diseases or blood borne pathogens?  Yes  No

If yes, describe:

8. Do any employees receive supplemental benefits in addition to workers' compensation benefits (health insurance, disability insurance, sick leave, etc.)?  Yes  No

If yes, describe:

9. Provide details of any OSHA or State OSHA violation within the past 5 years:

10. Do you have any employees who may be subject to the Longshoremen and Harbor Workers Act, Jones Act or Federal Employee's Liability Act?  Yes  No

If yes, please explain:



11. Do you elect coverage to include Volunteer or Donated Labor?  Yes  No

If yes, please describe what types of tasks are performed:

[Empty text box for describing tasks]

12. Do you own, lease, charter or use watercraft?  Yes  No

If yes, describe watercraft make and model, year built, length, type, horsepower, use, number of crewmembers, passenger capacity and whether craft is owned, leased, chartered, non-owned and where and how used:

[Empty text box for describing watercraft]

13. Do you own, lease, charter or use other than commercial aircraft?  Yes  No  
Do you use non-owned aircraft for search and rescue or personnel transport?  Yes  No

Do you have any employee that is a pilot and flies an aircraft, for any reason, in the course and scope of work for your agency?  Yes  No

If yes to any of these questions, an Aircraft Supplemental Questionnaire must be completed.

14. Do you own, lease, operate, repair or maintain a railroad or railroad equipment?  Yes  No

15. Do you perform any underground, subaqueous or tunneling operations?  Yes  No

16. Do you provide group transportation for employees to and from the workplace?  Yes  No

If yes, provide the average and maximum number of employees in a vehicle per trip and the number of daily trips:

Number of employees: Average  Maximum  # Daily Trips

17. Do you use inmate labor or operate an inmate labor program?  Yes  No

If yes, describe:

[Empty text box for describing inmate labor]

Applicant hereby acknowledges that the information contained in this application and supporting material is accurate.

[Empty line for signature]

(Signature)

[Empty line for date]

(Date)

[Empty line for name and title]

(Name and Title - Please Print)

[Empty line for name of entity]

(Name of Entity - Please Print)

If new business, the following information must accompany this application:

- 1 Letter on your letterhead authorizing your insurer(s) to release all policyholder information. Please list all policy numbers.
- 2 Current classifications and payroll
- 3 Current experience modification factor; NCCI Worksheet
- 4 Five years premium and loss information
- 5 Signed Joint and Several Liability Agreement (Required upon Joining PACT)
- 6 Signed Interlocal Cooperative Agreement (Required upon Joining PACT)



# Aircraft Supplemental Questionnaire

## Chartered Aircraft

- Number of flights chartered per year?
- Average number of employees on each flight?


## Owned or Leased Aircraft

Member	Hangar Address	Make and Model	Year Built	# of Engines	Trips per Month	Total Seats		Employees per Trip	
						Crew:	Passengers:	Crew:	Passengers:

## Employee Pilot Information

Member	Pilot's Full Name	Age	Highest Rating Held		Experience		Date of Last Physical	Full Time Pilot (Yes or No)	Employed by Member (Yes or No)
			Type	Dated	Hours	Aircraft Type			

Please attach or describe here the history of each pilot listed above:

## General Questions

- Have any members made trips outside the U.S. in the past two years?
- Does the member limit the number of employees on board an aircraft at any one time?  
If so, how many?


## Watercraft Over 26 Feet - Supplemental Questionnaire

Member	Watercraft Type	Make and Model	Year Built	Length	Horse Power	Owned, Leased or Chartered	# of Crew Members	Passenger Capacity	Use	Frequency of Use	Location of Use

### General Questions

- Is Protection and Indemnity coverage provided for each watercraft listed above?

*If "No", please explain:*

- Do you require Jones Act coverage?
- Do you require United States Longshore and Harbor Coverage?

*If "Yes", what exposures are contemplated?*

**PUBLIC AGENCY COMPENSATION TRUST**  
**PROSPECTIVE MEMBERS UNDERWRITING REVIEW**

**Name of Entity:** Walker Basin Conservancy

**Related Entities to be Included:** None

**Insurance Agent:** Isom Insurance

**Experience Modification Factor:** .93 NCCI

**Estimated Annual Premium:** \$ 10,000

**Date:** 2/20/2018

<u>Criteria</u>	<u>Considered</u>	<u>Required</u>	<u>Comments</u>
Cooperative Attitude Toward Loss Control		X	<u>yes; current NPAIP member</u>
Exposures Acceptable		X	<u>yes</u>
Policies/Procedures Exist For Critical Operations		X	<u>yes</u>
Loss Experience Acceptable		X	<u>\$106 in two years</u>
Well-Maintained Facilities and Equipment	X		<u>yes</u>
Sound Financial Condition	X		<u>yes</u>
Quality of Management/Stability of Board	X		<u>okay</u>
Employee Procedures Manual	X		<u>yes</u>
Training Programs for Employees	X		<u>yes</u>
Urban vs. Rural Location	X		<u>rural</u>
Established Risk Management and Safety Program	X		<u>yes</u>
Unusual Operations	X		<u>no</u>

**Attachment:** None

Policy History Recap (Premium and Losses)

Other: \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

PRODUCER NAME:	<u>Curtis Isom</u>	DATE APPLICATION COMPLETED:	<u>05/03/2017</u>
AGENCY NAME:	<u>Isom Insurance</u>	DATE QUOTE NEEDED TO AGENT:	<u>05/20/2017</u>
AGENCY LOCATION:	<u>PO Box 670, Hawthorne, NV</u>	DATE COVERAGE TO INCEPT:	<u>07/15/2017</u>
AGENCY WEB SITE:	<u></u>	E MAIL ADDRESS:	<u>curtis@isominsurance.net</u>

1) NAMED INSURED:	<u>Walker Basin Conservancy</u>	CONTACT NAME:	<u>Jeff Bryant</u>
ADDRESS:	<u>615 Riverside Dr, Ste C</u>		
CITY:	<u>Reno</u>	STATE:	<u>NV</u>
PHONE:	<u>775-463-9887</u>	ZIP CODE:	<u>89503</u>

2) PROPOSED PLAN - Please enter limits and retentions desired. Insert "NA" if coverage is not desired.

A. Coverage I (Property - Real & Pers, Auto PhysDam, Bus Inc & Ext Exp, Prop in Transit and Data Proc Media & Equip., etc.)

<u>\$300,000,000</u>	POOL Loss Limit
<u>\$150,000,000</u>	Earthquake (POOL Annual Aggregate) Sublimit
<u>\$150,000,000</u>	Flood (POOL Annual Aggregate) Sublimit
<u>\$10,000,000</u>	Flood Zone A Annual Aggregate Sublimit
<u>\$60,000,000</u>	Equipment Breakdown
<u>\$500,000</u>	Money and Securities, includes Employee Dishonesty

B. Coverage II (Liability - General Liability, Auto Liability, Law Enforcement Liability, Wrongful Acts)

<u>\$10,000,000</u>	Liability Per Accident	<u>\$10,000,000</u>	Liability Policy Aggregate
<u>included</u>	Law Enforcement Liability		
<u>included</u>	Public Officials Errors & Omissions Liability (CLAIMS MADE)		

C. Coverage III Data Security Breach

<u>\$2,000,000</u>	Liability Per Event
<u>\$2,000,000</u>	Annual Aggregate
<u>\$500,000</u>	Privacy Response Expense Sublimit

D. Coverage IV (CLAIMS MADE Public Officials Errors & Omissions Liability

<u>\$10,000,000</u>	Liability Per Claim	<u>\$10,000,000</u>	Liability Policy Aggregate	Maintenance Ded.: <u></u>
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E. Coverage VI

<u>\$500,000</u>	Employee Dishonesty	<u>\$250,000</u>	Money Orders & Counterfeit Currency	Maintenance Ded.: <u></u>
<u>\$250,000</u>	Money & Securities (Inside Premises)	<u>\$250,000</u>	Depositors Forgery	
<u>\$250,000</u>	Money & Securities (Outside Premises)			

F. Any other coverage required (please attach additional information as necessary):

Requested Limit	
<u>\$10,000,000</u>	<u>Environmental</u>
<u>\$10,000,000</u>	<u>D&amp;O &amp; EPLI</u>
<u></u>	<u></u>

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

3) CURRENT PROGRAM INFORMATION

COVERAGE TYPE	CARRIER NAME	LIMITS	DEDUCTIBLE	RETRO DATE	PREMIUM
A. Property (incl APD)	Capitol	\$70,000	\$1,000		\$3,381
B. General Liability	Nautilus	\$1,000,000	\$1,000		\$10,635
C. Law Enforcement Liability					
D. Automobile Liability	Allied	\$1,000,000	\$1,000		\$8,620
E. Pub Off E&O Liability					
F. Excess Liability	Various	\$5,000,000	\$1,000		\$14,315
G. Crime					
H. D&O + EPLI	Philidelphia	\$10,000,000	\$1,000		\$5,670
I.					
J.					
Total Premiums:					\$42,621

4) PROPERTY INFORMATION

**NOTE: YOU MUST FORWARD A COMPLETE PROPERTY SCHEDULE WITH THIS APPLICATION**

PROTECTION CLASS 4  
 APPRAISAL DATE \_\_\_\_\_

A. Values - **IMPORTANT THAT 100% REPLACEMENT COST VALUES BE SHOWN**

	\$ VALUES	% OF TOTAL
Total Building Values	\$0	0.0%
Total Contents Values	\$75,000	18.8%
Total Auto Physical Damage Values (all licensed vehicles)	\$282,500	70.7%
Total Equipment Values	\$7,000	1.8%
Total EDP Equipment Values	\$0	0.0%
Total EDP Media Values	\$0	0.0%
Total EDP Extra Expense Values	\$0	0.0%
Total Accounts Receivable Values	\$0	0.0%
Total Valuable Papers Values	\$5,000	1.3%
Total Business Interruption Values	\$10,000	2.5%
Total Extra Expense Values	\$20,000	5.0%
Total Rental Income Values	\$0	0.0%
Total Transit Values	\$0	0.0%
Total Course of Construction Values	\$0	0.0%
Total All Other Miscellaneous Values	\$0	0.0%
Total Property Values:	\$399,500	100.0%

B. If flood coverage is requested, provide details of the flood exposure. List property values (Real & Personal) within Federally-defined flood plains (A & V):

LOCATION ADDRESS & DESCRIPTION	\$ VALUES @ LOCATION	% OF TOTAL
1 US 95 A, Yerington, NV 89447	\$295,000	73.8%
615 Riverside Dr, Suite C, Reno, NV 89503	\$34,000	8.5%
		0.0%

C. Construction Details - **THIS SECTION MUST BE COMPLETED IN ORDER TO SECURE A QUOTATION**

ISO CLASSIFICATION	# OF LOCATIONS	% OF TOTAL
[1] Frame or Brick Veneer	2	100.0%
[2] Brick		0.0%
[3] Non-Combustible		0.0%
[4] Masonry Non-Combustible		0.0%
[5] Semi-Fire Resistive		0.0%
[6] Fire Resistive		0.0%
Any Other Classifications (describe)		0.0%
Total # of Locations:	2	100.0%

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
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**MAIN APPLICATION**

D. Protection Details - **THIS SECTION MUST BE COMPLETED IN ORDER TO SECURE A QUOTATION**

CLASSIFICATION	# OF LOCATIONS	% OF TOTAL
Sprinklered	<u>0</u>	0.0%
Burglar Alarm - Local Sound	<u>0</u>	0.0%
Central Station Alarms (both Burglar & Fire)	<u>2</u>	50.0%
Security Guards	<u>0</u>	0.0%
Smoke Detectors	<u>0</u>	0.0%
All Other Types of Protection (describe) _____	<u>2</u>	50.0%
Total # of Locations:	<u>4</u>	100.0%

5) GENERAL LIABILITY

A. Entity Information: Does the public entity own or operate any of the following? (*Please Answer Yes / No*):

<u>NO</u> Airports (ALA policy excludes)	<u>NO</u> Hospitals
<u>NO</u> Amusement Park, Carnival, Circus	<u>NO</u> Housing Authority, Projects
<u>NO</u> Athletic Participants	<u>NO</u> Independent Contractors
<u>NO</u> Beaches, Lakes	<u>NO</u> Jail or Detention Facilities
<u>NO</u> County Homes	<u>NO</u> Landfills
<u>NO</u> Blasting Operations	<u>NO</u> Law Enforcement Activities
<u>NO</u> Bleachers, Arenas, Stadiums	<u>NO</u> Marinas
<u>NO</u> Cemeteries	<u>NO</u> Nursing Homes
<u>NO</u> Dams, Reservoirs	<u>NO</u> Racing / Rodeo Exhibitions
<u>NO</u> Day Care Centers or Day Camps	<u>NO</u> Recreational Facilities (Parks, Camps, etc.)
<u>NO</u> Electric Utility	<u>NO</u> Schools and Colleges
<u>NO</u> EMT's, Paramedics, Nurses	<u>NO</u> Sewer Utility
<u>NO</u> Fairs, Festivals	<u>NO</u> Ski Facility
<u>NO</u> Fire Department	<u>NO</u> Streets, Roads, Highways, Bridges
<u>NO</u> Fireworks Displays	<u>NO</u> Transportation System (Buses, Rail Service or Subways)
<u>NO</u> Garbage Collection	<u>NO</u> Water Utility
<u>NO</u> Gas Utility	<u>NO</u> Watercraft
<u>NO</u> Golf Course	<u>NO</u> Wharves, Piers, Docks
<u>NO</u> Health Department	<u>NO</u> Zoo

Any additional exposures not mentioned in the checklist above: \_\_\_\_\_

Any exposures checked yes above that insured elsewhere or subcontracted out to others: \_\_\_\_\_

B. General Information

<u>NA</u> Population
<u>16</u> Employee Count
<u>456,000</u> Total Payroll

D. Independent Contractor Operations Questionnaire

1. Does the Entity ever make use independent contractors? NO If yes, please describe the contractor types used & purposes: \_\_\_\_\_

2. Does the Entity require the following:

_____ Certificate of Insurance?
_____ Limits at least equal to those carried by the Entity (if general contractor)?
_____ Is the Entity named as an Additional Insured on the contractor's policy?
_____ Are there Hold Harmless Agreements used in all of the Entity's contracts?

3. Do you hold any special events in which you do not transfer liability to the contractor performing the special event? \_\_\_\_\_



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

6) **AUTOMOBILE LIABILITY**

A. *CATEGORY*

	# THIS TYPE	% THIS TYPE
Private Passenger Cars (up to 10,000 lbs GVW) - Non Emergency	7	87.5%
Private Passenger Cars (up to 10,000 lbs GVW) - Emergency (e.g. Fire, Police)	0	0.0%
15 Passenger Vans	0	0.0%
Other Vans, Pickup Trucks, other Light Trucks (up to 10,000 lbs GVW)	0	0.0%
Medium Weight Trucks (10,000 to 20,000 lbs GVW)	0	0.0%
Heavy Trucks (20,000 to 50,000 lbs GVW)	1	12.5%
Extra-Heavy Trucks (greater than 50,000 lbs GVW)	0	0.0%
Fire Trucks	0	0.0%
Ambulances	0	0.0%
Motorcycles	0	0.0%
Buses	0	0.0%
Miscellaneous Powered Vehicles	0	0.0%
Total Automobiles:	8	100.0%
Trailers, All Types	0	100.0%

B. Underwriting Criteria

1. Describe operations of any passenger vans or buses (including radius, frequency, receipts, etc.):

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3. Describe any vehicles modified to handle handicapped or wheelchair passengers:

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7) **PUBLIC OFFICIALS' ERRORS AND OMISSIONS LIABILITY - this coverage is provided on a CLAIMS-MADE basis**

A. Budget (last three years)	<i>BOND RATING</i>	<i>YEAR</i>	<i>REVENUES</i>	<i>EXPENDITURES</i>	<i>SURPLUS or DEFICIT (+/-)</i>
1. Current Fiscal Year	_____	_____	_____	_____	0
2. Prior Fiscal Year	_____	_____	_____	_____	0
3. Fiscal Year Two Years Prior	_____	_____	_____	_____	0
			ACCUMULATED SURPLUS		_____
4. Please attach a scanned copy, or mail a photocopy, of the most current budget when you return this application.					
5. Please explain any deficit positions.					

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**MAIN APPLICATION**

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1. Type Employees	<i>ACCOUNTANTS</i>	<i>ARCHITECTS</i>	<i>ATTORNEYS</i>	<i>ENGINEERS</i>	<i>ALL OTHER</i>	<i>TOTAL</i>
Full Time:	<u>          1          </u>	<u>          0          </u>	<u>          0          </u>	<u>          0          </u>	<u>         15          </u>	<u>         16          </u>
Part Time:	<u>                          </u>	<u>                          </u>	<u>                          </u>	<u>                          </u>	<u>                          </u>	<u>          0          </u>
Total Employees:	<u>          1          </u>	<u>          0          </u>	<u>          0          </u>	<u>          0          </u>	<u>         15          </u>	<u>         16          </u>
3. Indicate elected (E) or appointed (A) officials:						
<u>                          </u>	Mayor		<u>                          </u>	President / Chair of County Commission		
<u>                          </u>	City Manager or Administrator		<u>                          </u>	County Commissioner / Supervisor		
<u>                          </u>	City / County Clerk		<u>                          </u>	Personnel Director		
<u>                          </u>	City Council Members		<u>                          </u>	<u>                          </u>		
4. Have any of the following occurred within the past three years?						
a. Have you had a strike, slowdown, or other employee disruption?						<u>          NO          </u>
b. Has there been a layoff of employees or reductions in service?						<u>          NO          </u>
c. Have there been any disputes or suits involving voting or voting rights violations?						<u>          NO          </u>
d. Has any person, former employee, or job applicant made claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment?						<u>          NO          </u>
5. Does your entity administer or act in a fiduciary capacity for any employment benefit or any self-insurance fund?						<u>          NO          </u>
6. Does the Insured have a zoning commission?						<u>          NO          </u>
7. Does your entity follow a formal, written procedure for employee disputes / complaints?						<u>          YES          </u>
8. Does the Insured administer a centralized emergency dispatch system for other entities?						<u>          NO          </u>
If yes, please submit a copy of the current contract.						

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**MAIN APPLICATION**

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8) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

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**COVERAGE NOTICE**

If this account meets our underwriting standards, liability coverage will be quoted as follows:

- \* Automobile Liability, General Liability and Law Enforcement Liability will be quoted on an OCCURRENCE basis.
- \* Public Officials' Errors and Omissions Liability will be quoted on a CLAIMS-MADE basis.

The information provided in this application and all schedules are true and correct to the best of my knowledge.

Signed: \_\_\_\_\_

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

Named Insured: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Agent/Broker Name: \_\_\_\_\_

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SITE	BLDG	DESCRIPTION	ADDRESS	CITY	ST	ZIP	CONSTR	SQFT	#	ST	YEAR	PROT. DEVICES	FLOOD ZONE	BUILDINGS VALUE	CONTENTS VALUE
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<b>Entity Name:</b>					
Year	Make	Model	Serial #	Use/Dept.	Value
2004	Honda	ATV			\$ 3,500
2005	Polaris	ATV			\$ 3,500

Name of Entity:									
Veh. #	Year	Make	Model	VIN #	Use/Dept.	GVW (Trucks) / # Pass. (Buses)	Class	Cost New	Phys. Dmg. Valuation
1	2001	GMC	Sierra 1500	1GTEK14T61E240622		6500		\$22,000	ACV
2	2001	GMC	Sierra 2500	1GTHK29G51E236849		8500		\$32,000	ACV
3	2001	GMC	Sierra 2500	1GTHK24U41E255258		8500		\$32,000	ACV
4	2002	Chevrolet	S-10	1GCCS145128202904		5000		\$18,000	ACV
5	2007	Chevrolet	Tahoe	1GNFK130X7R319005		6500		\$25,000	ACV
6	2008	Ford	F-350	1FTWX31R78EA74065		10000		\$40,000	ACV
7	2000	Ford	Ranger	1FTYR14XXYPB60105		5000		\$10,000	ACV
8	2002	Dodge	Dakota	1B7GG32X72S586743		5000		\$18,000	ACV
9	2012	Chevrolet	Equinox	2GNFLEEK2C61687375		6500		\$12,000	ACV
10	2003	Chevrolet	G3500 Van	1GAHG39UX31229783		8500		\$10,000	ACV
11	2017	PJ	Trailer	3CVU81825H2558142		10000		\$8,000	ACV
12	2016	PJ	Utility Trailer	3CVU7101XG2539493		5000		\$2,500	ACV
13	2015	PJ	Gooseneck trailer	4P5FD2520F1229226		14500		\$12,000	ACV
14	1984	International	Water Truck	1HTLFHWL8EHA31960		14000		\$19,000	ACV
15	2004	Ford	F-150	1FTPW14504KA85361		6500		\$ 10,000	ACV
16	2006	Ford	F-250	1FTSX21596EB47634		8500		\$ 12,000	ACV
								\$282,500	

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

**A. LAW ENFORCEMENT**

Number of Full Time Armed Officers?	_____	Number of Part Time Armed Officers?	_____
Number of Full Timed Unarmed Officers?	_____	Number of Part Time Unarmed Officers?	_____
Number of Dispatchers?	_____	Number of Police Dogs?	_____
Do District Attorney / Prosecutors have arrest authority or arrest warrant authority?		_____	

1. Dispatching

a. Does the Insured handle its own dispatch?	_____		
b. Does the Entity dispatch for other public or private entities?	_____		
c. What is the total population served?	_____		
d. Are incoming calls to dispatchers recorded?	_____	How long are tapes maintained?	_____
e. What services do you dispatch (e.g. Emergency, Fire, Police, etc.)?	_____		

2. Policies & Procedures Manuals

a. Does the Insured have a policy and procedures manual?	_____		
b. Date of manual?	_____	Date of last revision / update?	_____
c. Is the manual reviewed annually by legal counsel?	_____		
d. Is the manual distributed to all personnel?	_____		
	Is the manual reviewed with them periodically as part of their formal training?		
e. Does the Insured have policies governing:			
Use of deadly force	_____	AIDS	_____
Use of non-deadly force	_____	Handling of intoxicated individuals	_____
Vehicle "hot" pursuit	_____	Ride alongs	_____
Domestic violence	_____		
f. Does the Insured require a report when force must be used?	_____		

3. Education & Training Requirements

a. What is the minimum education requirement for hiring new officers?	_____		
b. Is psychological testing required before hiring?	_____		
Are results reviewed by a person trained in this field?	_____		
Is the applicant interviewed by a psychologist / psychiatrist?	_____		
c. What background investigations are completed prior to hiring new officers?	_____		
d. What training of armed street officers is required prior to any assignment where they are armed?			
Academy Training?	_____	Minimum # of Academy hours?	_____
Other (explain)	_____		
e. Is a minimum annual in service training update required?	_____	Numbers of hours annually?	_____
f. Is all training documented in a training log?	_____	How long are logs kept?	_____
g. Are new officers formally assigned to work with a field training officer?	_____		
h. Are officers trained and qualified before using:			
Baton / PR24?	_____	Control Holds?	_____
Mace / Chemicals?	_____	Stun / Laser Guns?	_____
i. How often must an officer requalify with:			
Service revolver?	_____	Other weapons?	_____
Personal weapon?	_____		
j. What training do part-time / auxiliary officers, or reserve officers, armed and with arrest authority, receive?	_____		
Is this training given before duty assignment?	_____	If not, what assignments may part-time officers be given	_____
prior to training?	_____		
What type of assignments do auxiliary officers perform?	_____		
k. Do all officers receive training in:	First Aid?	CPR?	
	_____	_____	_____

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

- i. Are all officers trained in vehicle operations? \_\_\_\_\_  
 Do all officers receive actual or simulated vehicular operations training? \_\_\_\_\_  
 Are officers required to complete a defensive driving training program? \_\_\_\_\_  
 m. Is every course completed documented to each employee and each auxiliary person's personal or training file? \_\_\_\_\_
4. Underwriting Information
- a. Does the Insured contract law enforcement services to any other public or private entity? \_\_\_\_\_  
 b. Is the Insured a party to any mutual aid, reciprocal, or regional task force agreements? \_\_\_\_\_  
 c. Does the Insured authorize employee "moonlighting"? \_\_\_\_\_ Is "moonlighting" preapproved? \_\_\_\_\_  
 Is "moonlighting" in bars and taverns approved? \_\_\_\_\_ If yes, please attach a copy of "moonlighting" policies. \_\_\_\_\_  
 d. Is the Insured currently at authorized strength? \_\_\_\_\_  
 e. Total full-time employees: Last Year? \_\_\_\_\_ Prior Year? \_\_\_\_\_ Two Years Prior? \_\_\_\_\_

**B. PENAL & JAIL INSTITUTIONS - Please complete for each separate facility to be insured**

1. Is coverage for a jail premises desired? \_\_\_\_\_ If yes, does the Insured operate a:  
 Jail? \_\_\_\_\_ Holding Cell? \_\_\_\_\_  
 Detention Home? \_\_\_\_\_ Non-Owned facility (contractual only)? \_\_\_\_\_
2. Total square footage of jail area? \_\_\_\_\_ Total square footage of jail cells only? \_\_\_\_\_  
 Year Built? \_\_\_\_\_ Year Renovated? \_\_\_\_\_ Date of Last Inspection? \_\_\_\_\_
3. Number of cells? \_\_\_\_\_ Number of beds? \_\_\_\_\_ State certified capacity? \_\_\_\_\_  
 Average number of daily inmates? \_\_\_\_\_ Average length of stay? \_\_\_\_\_
4. Are full-time jailors on duty 24 hours/day? \_\_\_\_\_ Are part-time jailors used? \_\_\_\_\_  
 Number of jailors on duty each shift? \_\_\_\_\_
5. Are the jail premises regularly inspected by: State Corrections Officials? \_\_\_\_\_ Health Department? \_\_\_\_\_  
 Date of last inspection by State Corrections Officials? \_\_\_\_\_ Please list outstanding recommendations below:  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Are smoke detectors in the jail? \_\_\_\_\_ Method of inmate surveillance? \_\_\_\_\_
7. Are there jail operations manuals covering:  
 Intake screenings and classification of inmates? \_\_\_\_\_ Storage & Administration of Medication? \_\_\_\_\_  
 Strip searches? \_\_\_\_\_ Suicide ID Guidelines? \_\_\_\_\_  
 Jail evacuation? \_\_\_\_\_ Visual Observation of Inmates? \_\_\_\_\_  
 Medical treatment / sick call? \_\_\_\_\_
8. Are men and women segregated? \_\_\_\_\_ If yes, in what manner? \_\_\_\_\_  
 Are youthful offenders (those age 18 and younger) separated from older inmates? \_\_\_\_\_  
 If yes, in what manner? \_\_\_\_\_  
 Are prisoners who have committed violent crimes segregated from those who are incarcerated for lesser offenses? \_\_\_\_\_
9. Does the Insured have a contract with any other Entity for use of the jail? \_\_\_\_\_  
 If yes, give the name of the Entity. \_\_\_\_\_
10. Has there ever been a riot or other prisoner-led disturbance? \_\_\_\_\_ If yes, please describe.  
 \_\_\_\_\_  
 \_\_\_\_\_
11. In the last three years, have there been any jail suicides or attempted suicides? \_\_\_\_\_  
 If yes, explain and provide details and explain what has been done to prevent future suicides. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
12. Is the jail operating under a court order or Consent Decree? \_\_\_\_\_ If yes, please attach a copy with any modifications.
13. Has the department received accreditation from the Commission on Accreditation for Law Enforcement Agencies, Inc.? \_\_\_\_\_  
 If yes, when? \_\_\_\_\_

**C. FIRE DEPARTMENT**

1. Number Paid Professionals: \_\_\_\_\_ Number Volunteer: \_\_\_\_\_  
 2. Annual Calls - Emergency: \_\_\_\_\_ Annual Calls - Non-Emergency: \_\_\_\_\_  
 3. What kind of training is required? \_\_\_\_\_  
 \_\_\_\_\_



**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**EMERGENCY SERVICES SUPPLEMENTAL APPLICATION**

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**D. EMT's, PARAMEDICS, and NURSES / MEDICAL PROFESSIONAL LIABILITY EXPOSURES**

- |   |                     |                 |
|---|---------------------|-----------------|
| 1. Please give the number of each of the following certified personnel: | # of Paid Employees | # of Volunteers |
| Certified Personnel   | _____               | _____           |
| Emergency Medical Technicians   | _____               | _____           |
| Paramedics  | _____               | _____           |
| Nurses  | _____               | _____           |
| LPNs  | _____               | _____           |
2. Radius of operations? \_\_\_\_\_
3. Indicate the type of training received by emergency personnel. \_\_\_\_\_
- 
4. Type of Institution and Operation ("X" if appropriate)
- \_\_\_\_\_ Convalescent or Nursing Home - Please complete a nursing home supplemental application
- \_\_\_\_\_ Clinic - Health Department
5. Clinic / Nurses / Health Department
- a. Are you approved by Medicare? \_\_\_\_\_
- b. Do you comply with all federal, state or local licensing requirements? \_\_\_\_\_
- c. Number of clinics \_\_\_\_\_
- d. Describe operations of clinic \_\_\_\_\_
- e. List all duties of the county nurses \_\_\_\_\_
- f. # of patients seen each week \_\_\_\_\_
- g. Describe training, licensing and certification requirements for all nurse: \_\_\_\_\_
- h. Do nurses work only for you? \_\_\_\_\_
- i. Do you provide Home Health Care visits \_\_\_\_\_ If yes, how many visits each week \_\_\_\_\_
- \*Clinic visits means any outpatient visit on or off the premises involving the examination or treatment of a patient by a nurse.  
Count only "hands-on" nurse/patient encounters, not indirect encounters for an x-ray or laboratory results interpretation.  
A visit is a threshold crossing which may involve multiple occasions of service from more than one clinical department.*
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**E. COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION**

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

1) DAY CARE / DAY CAMPS

- A. Number of centers operated? \_\_\_\_\_
- B. Number of days open per week? \_\_\_\_\_
- C. Describe care provider employment requirements (experience and credentials). \_\_\_\_\_

- |  |          |        |                      |
|--|----------|--------|----------------------|
| F. Number of individuals for which care is provided: | Children | Adults | Staff providing care |
| Average # per day                                    | _____    | _____  | _____                |
| Maximum # per day                                    | _____    | _____  | _____                |
- G. Is transportation provided by the Entity? \_\_\_\_\_ If yes, please describe. \_\_\_\_\_

2) TRANSPORTATION & CONVEYANCE

- A. Number of buses? \_\_\_\_\_ Radius of operation? \_\_\_\_\_ Annual receipts? \_\_\_\_\_
- Average daily miles? \_\_\_\_\_ Average daily riders? \_\_\_\_\_

B. Streets & Roads

- 1. Roads / Highways
 

Mileage - Paved: _____	Mileage - Unpaved: _____
------------------------	--------------------------

  - a. Condition of roads? \_\_\_\_\_
  - b. Does the Entity have a regular maintenance and upkeep program? \_\_\_\_\_
  - c. Are written records of maintenance kept? \_\_\_\_\_
  - d. Are barricades and warnings used at road work sites? \_\_\_\_\_
  - e. Are road signs regularly inspected for visibility or missing signs? \_\_\_\_\_
- 2. Sidewalks
  - a. How often are sidewalks inspected for defects? \_\_\_\_\_
  - b. Are written records of inspection kept? \_\_\_\_\_
  - c. Please describe sidewalk replacement program. \_\_\_\_\_

3. Bridges

- a. How many bridges of over 20 feet in length are maintained by the Entity? \_\_\_\_\_
  - b. Are all bridges posted for weight limits? \_\_\_\_\_
  - c. Are there any one-lane bridges? \_\_\_\_\_ If so, are warning signs posted? \_\_\_\_\_
  - d. Are any bridges closed, condemned, or structurally deficient? \_\_\_\_\_ List by bridge number and give reasons: \_\_\_\_\_
- 
- e. Are warning signs posted? \_\_\_\_\_ Are barriers permanent? \_\_\_\_\_
  - When was the last inspection? \_\_\_\_\_ By whom? \_\_\_\_\_
  - Number of Bridges passed? \_\_\_\_\_ Have all recommendations been complied with? \_\_\_\_\_

- 4. Describe the training of employees in the use of snow removal equipment on roadways. \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

3) UTILITIES

A. Blasting

1. Is blasting contracted out? \_\_\_\_\_
2. Are Certificates of Insurance and limits at least equal to those carried by the Entity required? \_\_\_\_\_

NOTE: If 1 or 2 are answered NO, please complete the following:

- a. Please describe the types and locations of blasting.

\_\_\_\_\_

- b. How many blasts per year? \_\_\_\_\_ Is the blaster certified? \_\_\_\_\_

- c. Please describe the precautions taken prior to blasting.

\_\_\_\_\_

B. Electric

1. Annual Payroll (excl clerical)? \_\_\_\_\_ Number of customers served? \_\_\_\_\_
2. Does the Entity do any of the following: Pole Erection / Wire Stringing? \_\_\_\_\_ Customer Connect? \_\_\_\_\_  
Transformer Installation? \_\_\_\_\_ Meter Reading? \_\_\_\_\_
3. Customer Profile: Residential - \_\_\_\_\_ Commercial - \_\_\_\_\_ Industrial - \_\_\_\_\_
4. Does the utility generate or purchase power? \_\_\_\_\_  
If purchased, who is the supplier? \_\_\_\_\_ If generated, how (steam, wind, water)? \_\_\_\_\_
5. What is the Maximum Capacity? \_\_\_\_\_ Number of miles of high voltage lines? \_\_\_\_\_

C. Landfills

1. LOCATION of SITE	TOTAL ACRES	ACRES in USE	ACRES FENCED	#YRS in OPS	CONTROL of LANDFILL*	DNA EPA ID
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

\* A = Abandoned, C = Closed, E = Entity Operated, S = Subcontracted Out

2. In what type of area is/are the landfill(s) located? \_\_\_\_\_  
Please describe adjacent properties. \_\_\_\_\_
3. Do employees monitor attendance when the site is open? \_\_\_\_\_  
Is each site fenced with a locked gate when closed? \_\_\_\_\_
4. How close is the nearest surface water? \_\_\_\_\_ Drinking water? \_\_\_\_\_
5. Describe any test(s), system(s), or equipment used to monitor this site(s). \_\_\_\_\_

\_\_\_\_\_

6. What type and form of waste goes into each site?

	TYPE	FORM
Location 1.	_____	_____
Location 2.	_____	_____
Location 3.	_____	_____
Location 4.	_____	_____
Location 5.	_____	_____

TYPE = Household, Commercial, Industrial, Organic  
FORM = Solid, Liquid, Sludge

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

7. Is any hazardous waste handled at any site? \_\_\_\_\_ If yes, please describe material and handling at any site.

\_\_\_\_\_

8. Is the Entity aware of any prior activities which involved hazardous wastes? \_\_\_\_\_ If yes, please describe.

\_\_\_\_\_

9. If there are any abandoned or closed sites, please describe closure plans.

\_\_\_\_\_

10. Are there Methane Gas Escape Vents?

11. Is the landfill covered each night per EPA standards?

\_\_\_\_\_

\_\_\_\_\_

D. Sewer

1. Is a sewage disposal plan maintained? \_\_\_\_\_ If yes, please give payroll.

2. Number of miles of sewer lines maintained? \_\_\_\_\_

3. Percentage of work, such as laying of sewers, removal of sludge, etc., is  
 Undertaken directly by Entity? \_\_\_\_\_

Performed by Independent Contractors? \_\_\_\_\_

E. Water

1. Annual Payroll (excl clerical)? \_\_\_\_\_ Gallons per year? \_\_\_\_\_ Miles of Pipe? \_\_\_\_\_

2. Type of pipe used? \_\_\_\_\_

3. Percentage of work, such as laying of waterlines, etc., that is:

Undertaken directly by Entity? \_\_\_\_\_

Performed by Independent Contractors? \_\_\_\_\_

4. Source of water supply? \_\_\_\_\_

Age of the system? \_\_\_\_\_

Date upgraded? \_\_\_\_\_

How often is drinking water tested? \_\_\_\_\_

By whom? \_\_\_\_\_

5. Does Entity have water supply tanks? \_\_\_\_\_

If yes, please list below

CONSTRUCTION	TYPE	CAPACITY (gal)	DATE LAST INSPECTED
--------------	------	----------------	---------------------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
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6. Type of public protection around the tank base(s) (fencing, lighting, aircraft warning lights, runoff channels, etc.)

\_\_\_\_\_

7. Are tanks inspected by qualified engineers? \_\_\_\_\_ How often? \_\_\_\_\_

8. Does the system comply with current local and federal standards for hygiene and metals content? \_\_\_\_\_

\_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

3) DAMS / DIKES / LEVEES / RESERVOIRS / SPILLWAYS *(any barrier built to impound water that, if it broke, would release water in a floodlike manner)*

This supplement must be completed for each Dam/Dike/Levee/Reservoir or Spillway - please copy this section again below this one for each additional structure.

A. Dam / Dike / Levee / Reservoir / Spillway

1. General Information

a) Structure Name: \_\_\_\_\_ Structure Location: \_\_\_\_\_

b) Year built: \_\_\_\_\_ Type (e.g. Dam, Dike, Levee, Reservoir, Spillway): \_\_\_\_\_

c) General Condition & Maintenance: \_\_\_\_\_ (Excellent, Good, Fair, or Poor)

d) Built under the Direction of: \_\_\_\_\_ (Owner, Corps of Engineers, Dept of Interior, Dept of Agriculture, Bureau of Reclamation)

e) Purpose(s):  
 Agriculture \_\_\_\_\_ Power\* \_\_\_\_\_  
 Flood Control \_\_\_\_\_ Water Supply \_\_\_\_\_  
 Industrial \_\_\_\_\_ \_\_\_\_\_

\*if Power, describe alternate source in event of power failure: \_\_\_\_\_

f) Hazard Code: \_\_\_\_\_ (I, II, III, IV - see below) Safety: \_\_\_\_\_ (Safe or Unsafe)

g) Construction: \_\_\_\_\_ (Concrete, Earthen, Steel, or Timber) - if Other, Please Specify: \_\_\_\_\_

h) Dimensions: Height \_\_\_\_\_ Top Width \_\_\_\_\_ Base Width \_\_\_\_\_

i) Name of Tributary Rivers:  
 Upstream \_\_\_\_\_  
 Downstream \_\_\_\_\_

j) Normal Pond Measurements: # of Acres \_\_\_\_\_ Storage Capacity (Acres / Feet) \_\_\_\_\_  
 Is additional storage available in Flood State? \_\_\_\_\_ If Yes, please describe \_\_\_\_\_

k) Water Level Control: Gates? \_\_\_\_\_ Other? (describe) \_\_\_\_\_  
 If Gates, what Type? \_\_\_\_\_  
 How are they Operated? \_\_\_\_\_  
 By Whom? \_\_\_\_\_

2. Upstream Exposures - Are there any Exposures to any of the Following?

Structures, Industrial Complexes, Housing? \_\_\_\_\_ If "Yes", please describe & be specific (include distances, etc.)

Recreational Areas (e.g. swimming, boating, camping) \_\_\_\_\_ If "Yes", please describe & be specific

Bridges \_\_\_\_\_

Lower Dams \_\_\_\_\_ If "Yes", please give Names

Highways \_\_\_\_\_

Railroads \_\_\_\_\_

Agricultural Areas \_\_\_\_\_ If "Yes", is there an exposure to:  
 Livestock \_\_\_\_\_  
 Crops \_\_\_\_\_  
 Dwellings \_\_\_\_\_  
 Barns / Sheds \_\_\_\_\_

3. Downstream Exposures

Type	Distance	Description
Housing	_____	_____
Other Structures	_____	_____
Industrial Complexes	_____	_____
Pumping Stations	_____	_____
Lower Dams	_____	_____
Recreational Areas	_____	_____
Bridges	_____	_____
Highways	_____	_____
Railroads	_____	_____
Agricultural Areas	_____	_____

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**PUBLIC WORKS SUPPLEMENTAL APPLICATION**

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4. Dam Inspection

How often: \_\_\_\_\_ By Whom: \_\_\_\_\_

Has risk been included in the National Program for Dam Inspection? \_\_\_\_\_

If "Yes", please attach a copy of the most recent inspection report and responses to recommendations

If "No", please attach a copy of the most recent independent inspection report

5. Losses - please describe any losses or pending suits which have occurred involving the dam or reservoir; include the amount of damages paid and amounts in reserve

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Please attach a copy of Emergency Procedures / Plan. If you have more than one dam / dike / levee / reservoir / spillway, please complete one questionnaire for each.

HAZARD CODES:

- |           |  |
|-----------|--|
| Class I   | Dams which, should they fail, would likely cause loss of life.   |
| Class II  | Dams which, should they fail, would likely cause substantial downstream property damage, but are not considered to be a threat to life.  |
| Class III | Dams which would cause little or no downstream damage should they fail.  |
| Class IV  | Dams which are less than 15 feet in height, impound less than 15 acre feet of water to the top of the dam, and drain less than 150 acres.<br>No dam may be included in the Class IV category if failure of the dam could cause downstream property damage or loss of life. |

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4) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

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**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
**ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!**

**PARKS & RECREATION SUPPLEMENTAL APPLICATION**

1) RECREATIONAL FACILITIES

A. Fireworks

1. Please list the types of events and scheduled dates. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. Are displays conducted by licensed pyrotechnicians?  
 If no, please explain (e.g. who will set up & launch? experience? etc.) \_\_\_\_\_  
 \_\_\_\_\_
3. Where is the display held (e.g. river, park, open field, etc.)? \_\_\_\_\_
4. How long will the display last? \_\_\_\_\_
5. Will emergency vehicles be on the premises? \_\_\_\_\_
6. Please give the approximate distance from the crowd. \_\_\_\_\_
7. Please give the approximate distance to the nearest structure. \_\_\_\_\_

B. Parks & Recreation Facilities

1. Parks & Recreation Areas

- a. How many parks are owned by the Entity? \_\_\_\_\_ # of Acres? \_\_\_\_\_
- b. Is playground equipment inspected? \_\_\_\_\_ How often? \_\_\_\_\_  
 Is corrective action on equipment documented? \_\_\_\_\_  
 How is equipment anchored? \_\_\_\_\_
- c. Number of Golf Courses? \_\_\_\_\_ Annual Receipts? \_\_\_\_\_ Liquor Receipts? \_\_\_\_\_
- d. Number of Swimming Pools? \_\_\_\_\_ Wading Pools? \_\_\_\_\_ Wave Pools? \_\_\_\_\_  
 Are all depths marked? \_\_\_\_\_
- e. Any diving boards 3 meters or over? \_\_\_\_\_  
 Are diving wells 12 feet or deeper? \_\_\_\_\_ Is the area surrounding the pool(s) fenced? \_\_\_\_\_  
 If no, what is the depth? \_\_\_\_\_ Are pools drained in the off season? \_\_\_\_\_
- f. Are Certified Lifeguards on duty at all times the pool is open? \_\_\_\_\_  
 Please describe type of Certification. \_\_\_\_\_ Number of Lifeguards on duty? \_\_\_\_\_
- g. Are pool regulations posted? \_\_\_\_\_  
 Are employees trained for the use of chlorine? \_\_\_\_\_ Is chlorine stored in locked facilities? \_\_\_\_\_
- h. Are there any waterslides? \_\_\_\_\_  
 If yes, give height, length, and number of curves. \_\_\_\_\_ Depth of entry well? \_\_\_\_\_  
 Describe supervision in detail. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- i. If you have an ice skating rink, please answer the following:  
 Type of rink? \_\_\_\_\_ Size of rink(s)? \_\_\_\_\_  
 Is the area lighted? \_\_\_\_\_ Is skating supervised? \_\_\_\_\_  
 Please describe controls, if lake or pond: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**PARKS & RECREATION SUPPLEMENTAL APPLICATION**

j. Describe location and size of beach areas. \_\_\_\_\_  
\_\_\_\_\_

Is swimming allowed? \_\_\_\_\_ Is the swimming area roped off? \_\_\_\_\_  
Are Certified Lifeguards on duty during swimming hours? \_\_\_\_\_ Number of Lifeguards on duty? \_\_\_\_\_  
Is any boating permitted near the swimming area? \_\_\_\_\_  
Are scheduled swimming hours clearly posted? \_\_\_\_\_ Is the area fenced? \_\_\_\_\_  
Are there any diving platforms or rafts in any part of the swimming area? \_\_\_\_\_  
If no swimming is allowed, or no Lifeguards on duty, are warning signs posted? \_\_\_\_\_  
Is the beach patrolled regularly during evening hours? \_\_\_\_\_

2. Athletic Participants

- a. Please attach a list of all athletic activities sponsored and number of participants.
- b. Is a signed consent form required from parents/guardians? \_\_\_\_\_

C. Marinas, Watercraft, Wharves, Piers, Docks

- 1. How many piers, docks, or wharves are owned by the Entity? \_\_\_\_\_ Area of each (in sq ft)? \_\_\_\_\_  
Use of each? \_\_\_\_\_
- 2. Are there boat slips? \_\_\_\_\_ If yes, how many? \_\_\_\_\_
- 3. How many piers / docks are anchored? \_\_\_\_\_
- 4. Is there a regular maintenance and upkeep program for the piers / docks? \_\_\_\_\_ Please describe.  
\_\_\_\_\_

- 5. How often are the piers / docks inspected? \_\_\_\_\_
- 6. Is there a marina exposure? \_\_\_\_\_ If yes, please describe all operations.  
\_\_\_\_\_

Receipts \_\_\_\_\_ Are there any operations subcontracted out? \_\_\_\_\_ If yes, describe.  
\_\_\_\_\_

- 7. List owned watercraft, including length, usage, and horsepower of each. \_\_\_\_\_  
\_\_\_\_\_
- 8. Is there any boat rental conducted by the Entity? \_\_\_\_\_ Receipts? \_\_\_\_\_  
If yes, describe the boat operation in detail. \_\_\_\_\_  
\_\_\_\_\_

D. Zoo

- 1. Number of acres? \_\_\_\_\_ Hours of Operation? \_\_\_\_\_
- 2. List number and type of animals \_\_\_\_\_  
\_\_\_\_\_
- 3. Can the public feed, pet, or ride any of the animals? \_\_\_\_\_ If yes, describe in detail.  
\_\_\_\_\_
- 4. How is the public protected from the animals? \_\_\_\_\_  
\_\_\_\_\_
- 5. Are there any rides through open animal ranges? \_\_\_\_\_  
\_\_\_\_\_

2) COMMENTS - PLEASE USE THIS AREA TO ELABORATE ON ANY INFORMATION PROVIDED ELSEWHERE IN THIS APPLICATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**NPAIP PUBLIC ENTITY PACKAGE APPLICATION**  
 ALL QUESTIONS MUST BE ANSWERED IN ORDER TO SECURE A QUOTATION!!!

**CLAIMS IN EXCESS OF \$10,000**

#	POLICY PERIOD	DATE OF LOSS	COV TYPE	CLAIM NUMBER	CLAIMANT NAME	TOTAL CLAIM \$ PAID TO DATE	TOTAL CLAIM \$ RESERVED	TOTAL CLAIM \$ INCURRED	O C	CLAIM DESCRIPTION
1								\$0		
2								\$0		
3								\$0		
4								\$0		
5								\$0		
6								\$0		
7								\$0		
8								\$0		
9								\$0		
10								\$0		
11								\$0		
12								\$0		
13								\$0		
14								\$0		
15								\$0		
16								\$0		
17								\$0		
18								\$0		
19								\$0		
20								\$0		
21								\$0		
22								\$0		
23								\$0		
24								\$0		
25								\$0		

# NEVADA PUBLIC AGENCY INSURANCE POOL

## PROSPECTIVE MEMBERS UNDERWRITING REVIEW

**Name of Entity:** Walker Basic Conservancy  
**Related Entities to be Included:** None  
**Insurance Agent:** Isom Insurance  
**Estimated Annual Premium:** \$ 20,840  
**Date:** 2/20/18

Criteria	Considered	Required	Comments
Cooperative Attitude Toward Loss Control		X	<u>yes; became POOL Member 7/1/2017</u>
Exposures Acceptable		X	<u>yes</u>
Policies/Procedures Exist For Critical Operations		X	<u>yes</u>
Loss Experience Acceptable		X	<u>no losses</u>
Well-Maintained Facilities and Equipment	X		<u>yes</u>
Sound Financial Condition	X		<u>yes</u>
Quality of Management/Stability of Board	X		<u>stable</u>
Employee Procedures Manual	X		<u>yes</u>
Training Programs for Employees	X		<u>yes</u>
Urban vs. Rural Location	X		<u>rural</u>
Established Risk Management and Safety Program	X		<u>yes</u>
Unusual Operations	X		<u>no</u>
Deductible Size	X		<u>\$1,000</u>

**Attachment:** None

Policy History Recap (Premium and Losses)

Other: \_\_\_\_\_

(J:\Excel\POOL\Prospective Members Underwriting Review Form.xls)

END OF ITEM #12d

**POOL Executive Committee**

	Re-election Term	Entity	Officers	Counties/Cities With Less Than 35,000 Population (Total 2)	Counties/Cities With 35,000 or More Population (Total 2)	School Districts (Total 2)	Special Districts (Total 1)
Cash Minor	2017-2019	Elko County	Chair		X		
Dan Corona	2017-2019	West Wendover		X			
Josh Foli	2017-2019	Lyon County	Vice Chair		X		
Lisa Jones	2017-2019	Eureka Co. School District				X	
Bev Conley	2016-2018	Eureka County		X			
Ann Cyr	2016-2018	Carson City School District				X	
Gerry Eick	2016-2018	Incline Village GID	Fiscal Officer				X

**Voting Special Districts/Towns:**

Bob Reed	Gardnerville Ranchos GID	X
Susan Severt or Garth Elliott	Sun Valley GID	X
Chris Mulkerns	Town of Tonopah	X
Gerry Eick or Steve Pinkerton	Incline Village GID	X
Ron Brugada	Southern Nevada Health District	X
Scott Baker	Tahoe Douglas Fire Protection District	X





Nevada Public Agency Insurance Pool  
Public Agency Compensation Trust  
201 S. Roop Street, Suite 102  
Carson City, NV 89701-4779  
Toll Free Phone (877) 883-7665  
Telephone (775) 885-7475  
Facsimile (775) 883-7398

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**Notice of Meetings and Agendas for the Meeting of  
the Board of Directors and of the Executive Committee of  
Nevada Public Agency Insurance Pool  
Place: Atlantis, Reno, Nevada  
Time: 1:00 p.m. or  
Upon adjournment of PACT Board Meeting  
Date: April 20, 2018**

**AGENDA**

**April 20, 2018**

**Notices:**

- 1. Items on the agenda may be taken out of order;**
- 2. Two or more items on the agenda may be combined for consideration**
- 3. Any item on the agenda may be removed or discussion may be delayed at any time**
- 4. The general Public Comment periods are limited to those items not listed on the agenda. Public Comment periods are devoted to comments by the general public, if any, and may include discussion of those comments; however, no action may be taken upon a matter raised under Public Comments until the matter itself has been included specifically on an agenda as an item upon which action may be taken.**
- 5. At the discretion of the Chair of the meeting, public comments on specific agenda items may be allowed, but must be limited to the specific agenda item.**

- 1. Introductions and Roll**
- 2. Public Comment**
- 3. For Possible Action: Consent Agenda: Approve as a Whole Unless Moved From Consent Agenda**
  - a. Approval of Minutes of Board and Committee Meetings:**
    - o Board Meeting April 27, 2017
  - b. Acceptance of Interim Financial Statements**
- 4. For Possible Action: Acceptance of Audit for June 30, 2017**
- 5. For Possible Action: Acceptance of Reports**
  - a. Large Loss Report**
  - b. Actuarial Update**
  - c. Litigation Status Report: Virgin Valley Water District vs. NPAIP**
- 6. For Possible Action:**
  - a. Discussion regarding POOL Form and Possible Changes**
  - b. Approve Changes to POOL Form 2018-2019**

7. **For Possible Action:** Acceptance of Renewal Reinsurance and Insurance Proposals and Options

8. **For Possible Action:** Acceptance of Budget for 2018-2019

9. **For Possible Action:** Action regarding these topics:

- a. Review of financial condition of each member and prompt notification to the Members of any Member determined to be operating in a hazardous financial condition
- b. Review of the loss experience of each Member of the association - Claims Experience Report Summary
- c. Review for removal of Members with excessive loss experience or Members determined by the Board to be operating in a hazardous condition

10. **For Possible Action:** Election of Executive Committee for Two Year Terms from 2018-2020

- a. One Representative from School Districts
- b. One Representative from Counties and/or Cities with under 35,000 population
- c. One Representative from Special Districts

11. **For Possible Action:** Election of Chair and Vice Chair

12. Public Comment

13. **For Possible Action:** Adjournment

This Agenda was posted at the following locations and on the State's Website:

N.P.A.I.P. / P.A.C.T.  
201 S. Roop Street, Suite 102  
Carson City, NV 89701

Carson City Courthouse  
885 E. Musser Street  
Carson City, NV 89701

Eureka County Courthouse

10 S. Main Street  
Eureka, NV 89316

Churchill County Administrative  
Complex  
155 North Taylor Street  
Fallon, NV 89406

#### **NOTICE TO PERSONS WITH DISABILITIES**

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Nevada Public Agency Insurance Pool or Public Agency Compensation Trust in writing at 201 S. Roop Street, Suite 102, Carson City, NV 89701, or by calling (775) 885-7475 at least three working days prior to the meeting.

**END OF ITEM #13b - POOL**



Nevada Public Agency Insurance Pool  
Public Agency Compensation Trust  
201 S. Roop Street, Suite 102  
Carson City, NV 89701-4779  
Toll Free Phone (877) 883-7665  
Telephone (775) 885-7475  
Facsimile (775) 883-7398

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**Notice of Meetings and Agendas for the Meeting of  
the Board of Directors and of the Executive Committee of  
Public Agency Compensation Trust**

**Place: Atlantis, Reno, Nevada**

**Time: 10:00 a.m. or**

**Upon adjournment of Joint Board Meeting**

**Date: April 20, 2018**

**AGENDA**

**April 20, 2018**

**Notices:**

- 1. Items on the agenda may be taken out of order;**
- 2. Two or more items on the agenda may be combined for consideration**
- 3. Any item on the agenda may be removed or discussion may be delayed at any time**
- 4. The general Public Comment periods are limited to those items not listed on the agenda. Public Comment periods are devoted to comments by the general public, if any, and may include discussion of those comments; however, no action may be taken upon a matter raised under Public Comments until the matter itself has been included specifically on an agenda as an item upon which action may be taken.**
- 5. At the discretion of the Chair of the meeting, public comments on specific agenda items may be allowed, but must be limited to the specific agenda item.**

- 1. Introductions and Roll**
- 2. Public Comment**
- 3. For Possible Action: Consent Agenda: Approve as a Whole Unless Moved From  
Consent Agenda**
  - Approval of Minutes of Board Meetings:  
Board Meeting April 27, 2017**
  - Acceptance of Interim Financial Statements**
- 4. For Possible Action: Acceptance of Audit for June 30, 2017**
- 5. For Possible Action: SpecialtyHealth**
  - a. Report and Recommendations Cardiac Wellness Program**
  - b. Report on 24/7/365 Workers Compensation Injury Call Service to**



6. **For Possible Action: Acceptance of Reports**
  - a. Large Loss Report
  - b. Actuarial Update
7. **For Possible Action: Acceptance of PACT Retention Options and Renewal Reinsurance Proposals and Options**
8. **For Possible Action: Acceptance of Budget for 2018-2019**
9. **For Possible Action: Action regarding these topics as required by Nevada Administrative Code:**
  - a. Review of financial condition of each member and prompt notification to the Members of any Member determined to be operating in a hazardous financial condition
  - b. Review of the loss experience of each Member of the association - Claims Experience Report Summary
  - c. Review for removal of Members with excessive loss experience or Members determined by the Board to be operating in a hazardous condition
10. **For Possible Action: Election of Executive Committee for Two Year Terms 2018-2020**
  - a. One Representative from Counties and/or Cities with less than 35,000 Population
  - b. One Representative of School Districts
  - c. One Representative of Hospitals
11. **For Possible Action: Election of Chair and Vice Chair**
12. Public Comment
13. **For Possible Action: Adjournment**

This Agenda was posted at the following locations and on the State Website:

N.P.A.I.P. / P.A.C.T.  
201 S. Roop Street, Suite 102  
Carson City, NV 89701

Carson City Courthouse  
885 E. Musser Street  
Carson City, NV 89701

Eureka County Courthouse  
10 S. Main Street  
Eureka, NV 89316

Churchill County Administrative Complex  
155 North Taylor Street  
Fallon, NV 89406

#### **NOTICE TO PERSONS WITH DISABILITIES**

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Nevada Public Agency Insurance Pool or Public Agency Compensation Trust in writing at 201 S. Roop Street, Suite 102, Carson City, NV 89701, or by calling (775) 885-7475 at least three working days prior to the meeting.

**END OF ITEM #13b - PACT**



Nevada Public Agency Insurance Pool  
Public Agency Compensation Trust  
201 S. Roop Street, Suite 102  
Carson City, NV 89701-4779  
Toll Free Phone (877) 883-7665  
Telephone (775) 885-7475  
Facsimile (775) 883-7398

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**Notice of Meetings and Agendas for the Joint Meeting of  
the Board of Directors and of the Executive Committees of  
Nevada Public Agency Insurance Pool and  
the Board of Trustees of  
Public Agency Compensation Trust  
Place: Atlantis Hotel  
3800 S Virginia St,  
Reno, Nevada**

**Date: April 19, 2018 Time: 1:30 p.m.**

**Date: April 20, 2018 Time: 8:00 a.m.**

**JOINT BOARDS and EXECUTIVE COMMITTEES' AGENDA**

**April 19, 2017**

**Board Workshops**

**1:30 p.m. – 5:00 p.m. Workshop:**

- **Legislative Update - Charity Felts**
- **Marijuana in the Workplace – presentation and panel: Brett Kandt (attorney legal conflicts), Becky Bruch (HR issues), Charity Felts (workers compensation impact) and a marijuana dispensary representative**
- **Peer Counseling Program – Scott Baker**

**5:30 p.m. – 6:30 p.m. Board Attitude Assessment**

**6:30 p.m. – 9:00 p.m. Dinner and Apothic?**

**END OF ITEM #13b Joint Boards & Committees  
April 19th 2018**

**JOINT BOARDS and EXECUTIVE COMMITTEES' AGENDA**

**April 20, 2017**

**Notices:**

- 1. Items on the agenda may be taken out of order;**
- 2. Two or more items on the agenda may be combined for consideration**
- 3. Any item on the agenda may be removed or discussion may be delayed at any time**
- 4. The general Public Comment periods are limited to those items not listed on the agenda. Public Comment periods are devoted to comments by the general public, if any, and may include discussion of those comments; however, no action may be taken upon a matter raised under Public Comments until the matter itself has been included specifically on an agenda as an item upon which action may be taken.**
- 5. At the discretion of the Chair of the meeting, public comments on specific agenda items may be allowed, but must be limited to the specific agenda item.**

**1. Introductions and Roll**

**2. Public Comment**

**Recess for Meetings of the Captives:**

**ANNUAL MEETING OF PUBLIC COMPENSATION MUTUAL (PCM)**

**ANNUAL MEETING OF PUBLIC RISK MUTUAL (PRM)**

- 3. For Possible Action: Report of Joint Executive Committee's Approval to Transfer Capital from POOL and PACT to PRM and PCM**
- 4. For Possible Action: Acceptance of Investment Reports and Action on Recommendations:**
  - a. Enterprise Risk Management, Investments and Retention Strategy Overview**
  - b. GR-NEAM Management Investment Manager Report**
  - c. Strategic Asset Alliance Investment Advisor Report**
- 5. For Possible Action: Review and Approval of Investment Guidelines**
  - a. PACT Investment Guidelines**
  - b. POOL Investment Guidelines**
- 6. For Possible Action: Consent Agenda: Approve as a Whole Unless Moved From Consent Agenda**
  - a. Approval of Minutes of Board:**

**Joint Board Meeting April 26, 2017 – April 27, 2017**
  - b. Acceptance of Minutes of Committee Meetings**

**Joint Executive Committee Meeting of March 22, 2017**  
**Audit Committee Meeting of November 28, 2016**

Human Resources Oversight Committee Meeting of June 17, 2016  
Human Resources Oversight Committee Meeting of September 16, 2016  
Human Resources Oversight Committee Meeting of December 8, 2016  
Human Resources Oversight Committee Meeting of March 10, 2017  
Loss Control Committee Meeting of July 11, 2016  
Loss Control Committee Meeting of September 12, 2016  
Loss Control Committee Meeting of December 9, 2016  
Loss Control Committee Meeting of March 21, 2017

- c. **Acceptance of Reports**
  - o Strategic Plan Progress Report
  - o Executive Director's Report
- 7. **For Possible Action: Loss Control Committee**
  - a. Loss Control Committee Report
  - b. Risk Management Grants and Other Risk Management Program Reports
- 8. **For Possible Action: Acceptance of Reports**
  - a. Alternative Service Concepts Stewardship Report
  - c. Willis Pooling Stewardship Report
- 9. **For Possible Action: POOL/PACT Human Resources**
  - a. HR Oversight Committee Report
  - b. Grant Progress Report
  - c. PRI Financial Audit Report
  - d. EAP Program Utilization Report
- 10. **Board Orientation: Why (Mike & Alan on succession)**
- 11. **Public Comment**
- 12. **For Possible Action: Adjournment**

This Agenda was posted at the following locations and on the State's Website notice.nv.gov:

N.P.A.I.P. / P.A.C.T.  
201 S. Roop Street, Suite 102  
Carson City, NV 89701

Carson City Courthouse  
885 E. Musser Street  
Carson City, NV 89701

Eureka County Courthouse  
  
10 S. Main Street  
Eureka, NV 89316

Churchill County Administrative  
Complex  
155 North Taylor Street  
Fallon, NV 89406

#### **NOTICE TO PERSONS WITH DISABILITIES**

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**END OF ITEM #13b - Joint Boards & Committees**  
**April 20th 2018**

# Public Risk Mutual



## Notice of Annual Members Meeting and Agenda for Public Risk Mutual

Place: Atlantis Casino Resort Hotel  
3800 S. Virginia St.  
Reno, Nevada 89502  
Time: 8:00 a.m.  
Date: April 20, 2018

### AGENDA

1. Roll
2. Action Item: Approval of
  - a. Minutes of PRM Annual Meeting April 27, 2017
  - b. Ratification of Board Action Taken Since the 2017 Annual Meeting
3. Report - **Minutes of Meetings**
  - Meeting of the Board of Directors of November 21, 2016
  - Meeting of the Board of Directors of January 3, 2017
  - Meeting of the Board of Directors of March 22, 2017
4. Investments Report
5. Report - Audited Financial Reports for 2017 (Calendar Year)
6. Discussion of Reinsurance Program Provided to Nevada Public Agency Insurance Pool for its Fiscal Year 2018-2019
7. Action Item: Elections/Ratification of Board Members and Officers
8. Action Item: Adjournment

END OF ITEM #13b - PRM

Per Steve Balkenbush, hold off for a comprehensive review for next year.

RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION AUTHORIZING MEMBERSHIP IN  
THE NEVADA PUBLIC AGENCY INSURANCE POOL

WHEREAS, Nevada Revised Statutes 277.080 to 277.180 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby provide services which will best accord needs of their communities; and

WHEREAS, Nevada Revised Statutes 277.110, entitled the "Interlocal Cooperation Act", authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by the public agency individually to be exercised jointly with any other public agency in the State; and

WHEREAS, Nevada Revised Statutes 277.055 permits two or more political subdivisions of the State of Nevada to enter into a cooperative agreement for the purchase of insurance or the establishment of a self-insurance reserve or fund for coverage under a plan of: casualty insurance, as that term is defined in NRS 681A.020; marine and transportation insurance, as that term is defined in NRS 681A.050; property insurance, as that term is defined in NRS 681A.060; surety insurance, as that term is defined in NRS 681A.070; or insurance for any combination of these kinds; and

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WHEREAS, public agencies within Nevada have found it increasingly difficult to purchase insurance from commercial sources and where such insurance is available, the cost of such coverage often exceeds the ability of the public agencies to pay for such insurance; and

WHEREAS, the Nevada Association of Counties and the Nevada League of cities have undertaken a series of studies to determine the feasibility of entering into a Interlocal Cooperation Agreement to form the Nevada Public Agency Insurance Pool have concluded that the creation of such a pool is financially and administratively feasible; and

WHEREAS, a number of public agencies desire to join together for the purpose of providing insurance coverage and jointly funding programs of pooled self-insurance; insurance and excess insurance for property, casualty and surety insurance; and

WHEREAS, the governing boards of a number of public agencies have determined that they wish to create a Nevada Public Agency Insurance Pool and an Interlocal Cooperation Agreement for such pool has been drafted; and

WHEREAS, the stated purposes, organization structure and procedural structure contained within that Agreement represent positions shared by this public agency; and

WHEREAS, the governing board of this public body finds that it is in the best interest of its citizens that it become a member of the Nevada Public Agency Insurance Pool,

NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_  
OF THE \_\_\_\_\_ OF \_\_\_\_\_,  
\_\_\_\_\_ COUNTY, NEVADA, as follows:

Section 1: That the \_\_\_\_\_  
is hereby authorized to execute on behalf of this public agency the Nevada Public Agency Insurance Pool Interlocal Cooperation Agreement, a copy which is appended to and made a part of this Resolution as Appendix 1.

Section 2: The powers of NPAIP, unless Agreement is amended, shall be limited to those contained within Appendix 1.

Section 3: The commencement of the operations of NPAIP and the obligation of this public agency to fully participate in such operations shall be effectuated in accordance with the Agreement.

Section 4: Except to the extent of the financial contributions to NPAIP this public agency by its entry as a member of NPAIP shall not be held responsible in any way for claims due to the property losses of or claims in tort or contract made against any other member of NPAIP.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Governing Board Members

ATTEST:

\_\_\_\_\_, Clerk

**NEVADA PUBLIC AGENCY  
INSURANCE POOL**

**INTERLOCAL COOPERATION  
AGREEMENT**

Adopted: May 1, 1987

Revised: May 2, 1997

Revised: May 1, 2000

Revised: May 2, 2003

Revised: May 1, 2004

Revised: April 29, 2005

Revised: April 28, 2006

Revised: May 1, 2009

Revised: April 26, 2013

Revised: April 29, 2016



INDEX TO NEVADA PUBLIC AGENCY INSURANCE POOL  
INTERLOCAL COOPERATION AGREEMENT

ARTICLE 1. Definitions . . . . . 3

    Section 1. Agreement . . . . . 3

    Section 2. NPAIP . . . . . 3

    Section 3. Board of Directors . . . . . 3

    Section 4. Executive Committee . . . . . 3

    Section 5. Fiscal Year . . . . . 3

    Section 6. Policy Year . . . . . 3

    Section 7. Public Agency. . . . . 4

    Section 8. Member . . . . . 4

    Section 9. Participating Member . . . . . 4

    Section 10. Loss . . . . . 4

    Section 11. Claim . . . . . 4

    Section 12. Self-Insured Retention . . . . . 4

    Section 13. Excess Insurance Program . . . . . 4

    Section 14. Maintenance Deductible . . . . . 4

ARTICLE 2. Purposes of NPAIP . . . . . 4

ARTICLE 3. Parties to Agreement . . . . . 5

    Section 1. Members . . . . . 5

    Section 2. Other Districts or Agencies . . . . . 5

    Section 3. Membership of Nevada Association of Counties  
            and Nevada League of Cities . . . . . 5

    Section 4. Limitation on Right to Sue. . . . . 5

ARTICLE 4. Name of Pool . . . . . 6

ARTICLE 5. Powers of NPAIP . . . . . 6

ARTICLE 6. Membership . . . . . 6

ARTICLE 7. Board of Directors . . . . . 7

Section 1.	Appointment and Term of Office.	7
Section 2.	Voting . . . . .	7
Section 3.	Compensation of the Board . . . . .	7
Section 4.	Meetings . . . . .	7
Section 5.	Quorum . . . . .	7
Section 6.	Manner of Acting . . . . .	7
Section 7.	Legal Counsel . . . . .	7
ARTICLE 8. <u>Meeting of the Board of Directors</u> . . . . .		7
Section 1.	Regular Meetings . . . . .	7
Section 2.	Special Meetings . . . . .	7
Section 3.	Minutes . . . . .	7
Section 4.	Open Meeting Law . . . . .	7
ARTICLE 9. <u>Powers of the Board of Directors</u> . . . . .		7
ARTICLE 10. <u>Officers</u> . . . . .		7
Section 1.	Chairman and Vice Chair . . . . .	7
Section 2.	Conducting Meetings . . . . .	7
Section 3.	Powers and Duties of the Chair . . . . .	7
Section 4.	Powers and Duties of the Vice Chair. . . . .	7
Section 5.	Fiscal Officer . . . . .	7
Section 6.	Fiscal Officer to Chair Audit Committee . . . . .	7
ARTICLE 11. <u>Liability of the Board of Directors or Officers.</u> . . . . .		7
Section 1.	Standard of Care . . . . .	7
Section 2.	Limitation of Liability. . . . .	7
Section 3.	No Bonds . . . . .	7
Section 4.	Insurance . . . . .	9
ARTICLE 12. <u>Executive Committee of the Board of Directors.</u> . . . . .		10
Section 1.	Members . . . . .	10
Section 2.	Business of the Executive Committee. . . . .	10
Section 3.	Meetings . . . . .	10
Section 4.	Quorum . . . . .	10
Section 5.	Manner of Acting . . . . .	10
Section 6.	Election and Term of Office . . . . .	10
ARTICLE 13. <u>Staff</u> . . . . .		11
Section 1.	Executive Director . . . . .	11
Section 2.	Fiscal Officer . . . . .	11
Other Staff	. . . . .	11

ARTICLE 14. <u>Development, Funding and Implementation of Pooling Programs</u>	11
Section 1. Program Coverage	11
Section 2. Minimum Participation	11
Section 3. Program and NPAIP Costs	11
Section 4. Development Charge	11
Section 5. Billing	12
Section 6. Deficiencies	12
Section 7. Annual Contributions	12
Section 8. Billing	12
Section 9. Program Implementation and Effective Date	12
Section 10. Membership	12
Section 11. Late Entries	12
ARTICLE 15. <u>Accounts and Records.</u>	13
Section 1. Annual Budget	13
Section 2. Funds and Accounts	13
Section 3. Report of the Fiscal Officer	13
Section 4. Annual Audit	13
ARTICLE 16. <u>Responsibilities for NPAIP's Funds and Property.</u>	13
Section 1. Custody and Disbursements	13
Section 2. Maintenance and Safekeeping	13
Section 3. Responsibility for Funds and Property	13
Section 4. Bonds	13
ARTICLE 17. <u>Trust Accounts, Checks, Deposits &amp; Revenues</u>	14
Section 1. Establishment of a Trust Account.	14
Section 2. Use of the Trust Account	14
Section 3. Expenditures from Trust	14
Section 4. Excess Funds	14
Section 5. Expenses of Administration	14
Section 6. Checks.	14
Section 7. Deposits	14
Section 8. Other Funds	14
ARTICLE 18. <u>Risk Management</u>	14
Section 1. Risk Management Services	14
Section 2. Treatment of Costs	14

ARTICLE 19. <u>Responsibilities of Members</u> . . . . .	15
ARTICLE 20. <u>Administration of Claims and Litigation</u> . . . . .	16
Section 1. NPAIP Responsibilities . . . . .	16
Section 2. Information From Member . . . . .	16
Section 3. Appointment of Claims Committee. . . . .	16
Section 4. Litigation Cooperation . . . . .	16
Section 5. Litigation Management . . . . .	16
Section 6. Litigation Costs . . . . .	16
Section 7. Litigation Participation . . . . .	16
Section 8. Advice From Members . . . . .	16
Section 9. Settlement Consent . . . . .	16
Section 10. Claims Handling . . . . .	16
Section 11. Claim Service Company Responsibilities. . . . .	16
ARTICLE 21. <u>Term of Agreement</u> . . . . .	17
ARTICLE 22. <u>Withdrawal</u> . . . . .	18
Section 1. Member Insolvency . . . . .	18
Section 2. Notice of Withdrawal . . . . .	18
Section 3. Effect of Withdrawal . . . . .	18
Section 4. Payments Before Withdrawal . . . . .	18
Section 5. Release Conditions . . . . .	18
ARTICLE 23. <u>Cancellation or Termination of Membership</u> . . . . .	18
ARTICLE 24. <u>Effect of Withdrawal or Cancellation From NPAIP</u> . . . . .	19
Section 1. Unearned Contributions . . . . .	19
Section 2. Entitlement to Return of Contributions. . . . .	19
Section 3. Termination of NPAIP . . . . .	19
ARTICLE 25. <u>Termination and Distribution of Assets</u> . . . . .	19
Section 1. NPAIP Activities After Termination. . . . .	19
Section 2. Asset Distribution . . . . .	19
Section 3. Final Contributions . . . . .	19
ARTICLE 26. <u>Contractual Obligation and Member's Liability.</u> . . . . .	20
Section 1. Member's Additional Obligations. . . . .	20
Section 2. Enforcement of This Agreement. . . . .	20
Section 3. Consideration . . . . .	20

Section 4.	Duplicate Originals . . . . .	20
Section 5.	Limitation of Members' Relationships. . . . .	20
Section 6.	Members' Liability . . . . .	20
Section 7.	Responsibility for Assessments. . . . .	20
ARTICLE 27.	<u>Assessments</u> . . . . .	20
Section 1.	Additional Contributions and Surcharges for Excess Losses . . . . .	20
Section 2.	Assessments When Liabilities Exceed Assets. . . . .	20
Section 3.	Assessments for Operational Costs Deficiencies. . . . .	20
Section 4.	Enforcement of Assessments . . . . .	20
ARTICLE 28.	<u>Bylaws and Procedures Manual</u> . . . . .	21
Section 1.	Bylaws . . . . .	21
Section 2.	Procedures Manual . . . . .	21
ARTICLE 29.	<u>Notices</u> . . . . .	21
Section 1.	Notices to Members . . . . .	21
Section 2.	Notices to NPAIP . . . . .	21
ARTICLE 30.	<u>Amendments</u> . . . . .	21
ARTICLE 31.	<u>Prohibition Against Assignment</u> . . . . .	22
ARTICLE 32.	<u>Agreement Complete</u> . . . . .	22
ARTICLE 33.	<u>Governing Law and Severability</u> . . . . .	22
Section 1.	Governing Law . . . . .	22
Section 2.	Severability . . . . .	22
ARTICLE 34.	<u>Filing With Attorney General.</u> . . . . .	22

NEVADA PUBLIC AGENCY INSURANCE POOL  
INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, is made by and between the political subdivisions existing under the Constitution and laws of the State of Nevada and which are signatory to this agreement.

WHEREAS, Nevada Revised Statutes 277.080 to 277.180 permits political subdivisions to make the most efficient use of their powers by enabling them to cooperate with other political subdivisions on a basis of mutual advantage and thereby provide services which will best accord needs of their citizens; and

WHEREAS, Nevada Revised Statutes 277.055 permits two or more political subdivisions of the State of Nevada to enter into a cooperative agreement for the purchase of insurance of the establishment of a self-insurance reserve or fund for coverage under a plan of: casualty insurance, as defined in NRS 681A.020 marine and transportation insurance as defined in NRS 681A.050; property insurance as defined in NRS 681A.060; surety insurance as defined in NRS 681A.070; or insurance for any combination of these kinds of insurance; and

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WHEREAS, the political subdivision executing this agreement desire to join together for the purpose of providing insurance coverage and jointly funding programs of pooled self-insurance, insurance and excess insurance for property, casualty and surety insurance; and

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to the provisions of Nevada Revised Statutes and all other applicable rules and regulations, the parties hereto agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1. “Agreement” shall mean this agreement entitled “Nevada Public Agency Insurance Pool Interlocal Cooperation Agreement” and as amended in the future.
2. “NPAIP” shall mean the Nevada Public Agency Insurance Pool created by this Agreement.
3. “Board of Directors” or “Board” shall mean the governing body of NPAIP.
4. “Executive Committee” shall mean the Executive Committee of the Board of Directors as described in Article 12 of this Agreement.

5. “Fiscal Year” shall mean that period of twelve months as established by the Board of Directors as the fiscal year of NPAIP.
6. “Policy Year” shall mean for each insurance or pooling program of NPAIP that period commencing upon the effective date of the program and each twelve-month period thereafter.
7. “Public Agency” shall mean any county, incorporated city and town, unincorporated town, school district, rural hospital as defined in NRS 449.0177 whether non-profit or public, and any special or other district or agency per NRS 277.100, organized and existing under the Constitution and laws of the State of Nevada.
8. “Member” shall mean any Public Agency which is a member of NPAIP and such districts to which the Board has granted voting status. Other districts or agencies whether or not the governing body of the City or County is *ex officio* the governing body as described in and subject to Article 3 of this Agreement may be a party to this Agreement but shall not be considered a Member for the purpose of voting or participation as a voting member of the Board or any Executive or other committee in which voting Member status is required except when granted voting status pursuant to the following criteria. Voting status as a Member may be granted to any Public Agency which meets the following criteria:
  1. Pays annual contributions of at least \$20,000 annually
  2. Maintains a payroll of at least \$500,000 annually
  3. Has property values of at least \$1,000,000 annually.Such criteria may be changed from time to time by vote of the Board of Directors, which change shall take effect subsequent to the meeting at which the Board approved the changes.
9. “Participating Member”, as used in reference to an insurance or pooling program of NPAIP, shall mean a current Member of that program.
10. “Loss” shall mean a liability or potential liability of a Member including litigation expenses, attorneys’ fees and costs covered by an insurance or pooling program of NPAIP. Loss shall also mean loss or damage to property covered by an insurance or pooling program of NPAIP
11. “Claim” shall mean a claim for liability made against a Member, or a claim for damage to a Member’s property, arising out of a Loss that is covered by an insurance or pooling program of NPAIP.
12. “Self-insured Retention” shall mean that portion of a Loss experienced by a Member which is retained as a liability or potential liability of NPAIP.
13. “Excess or Reinsurance Program” shall mean a program of NPAIP under which Members or Participating Members are protected against designated Losses .

14. “Maintenance Deductible” shall mean, as to any one Loss, that portion payable by the Member directly and not NPAIP or its excess insurers or reinsurers.

**ARTICLE 2**  
**PURPOSES OF NPAIP**

The Members in entering into this Agreement, desire to establish:

A. A mechanism whereby each Member may join with other Members to share their risks as a self-funded pool including group purchased insurance or reinsurance programs and jointly administer said pool or programs in an effort to deliver to each of them a reasonable, cost effective casualty, property and surety coverage program,

The Members hereby understand and agree that NPAIP is not an “insurer” and the NPAIP Coverage Form is not an “insurance policy” under Nevada law. As such, NPAIP and the Coverage Form are not governed by Nevada Revised Statute Insurance Title 57 or other laws typically governing insurance companies or the interpretation of insurance contracts.

- B. Procedures whereby additional qualifying political subdivisions of the State of Nevada may be added to this Agreement;
- C. A mechanism whereby additional and/or alternative insurance programs may be developed for the benefit of the Members; and
- D. Administrative services as necessary to implement this Agreement including, but not limited to, risk management consulting, human resources consulting, Loss prevention, Loss control, centralized Loss reporting, actuarial consulting, claims adjusting and legal services.

**ARTICLE 3**  
**PARTIES TO AGREEMENT**

- Section 1. Members. Each Member, as a party to this agreement, certifies that:
- A. It intends to and does contract with all other Members as parties to this Agreement and with any other Public Agency as may later be added as parties to this Agreement;
- B. The removal of any party from this Agreement shall not affect this Agreement nor such Member’s intent to contract as described in subsection A above with the other parties to the agreement then remaining.
- Section 2. Other Districts or Agencies. A Member may contract on behalf of, and shall be deemed to include:
- A. Any district in which the city or county is *ex officio* the governing board, from the date that the Member provides NPAIP written notice of the name and inclusion of such district, upon approval of the Board of Directors;
- B. Any other local Public Agency at its request upon approval of the Board of Directors and from the date that such entity is accepted into NPAIP;



- and
- C. Such district or other local Public Agency shall be considered a separate party to this Agreement but shall not affect any Member's representation on the Board of Directors and shall be part of and represented by the Member for all purposes under this Agreement.

Section 3. Membership of Nevada Association of Counties and Nevada League of Cities. The Nevada Association of Counties and the Nevada League of Cities shall become a Member of NPAIP upon its execution of this Agreement, subject to all obligations and rights of all other Members, except that neither shall be counted for the purposes of determining a quorum or the number of votes required for any purpose, and neither shall have an official representative nor be entitled to vote on any matter pursuant to this Agreement.

Section 4. Limitation on Right to Sue. A Member shall not sue or maintain any litigation or lawsuit for damages against NPAIP or its Board and specifically agrees to waive its right to sue or maintain any litigation or lawsuit for damages against NPAIP or its Board. However, this Section does not prohibit any declaratory relief action seeking to interpret wording of this Agreement or of any NPAIP coverage agreement. Carson City County, Nevada shall be the sole venue for any and all disputes or declaratory relief litigation brought by a Member against NPAIP.

#### **ARTICLE 4** **NAME OF POOL**

The name of the fund established by the Members hereunder shall be "NEVADA PUBLIC AGENCY INSURANCE POOL."

#### **ARTICLE 5** **POWERS OF NPAIP**

NPAIP shall have all of the powers common to any Public Agency and all additional powers set forth in the interlocal cooperation laws of the State of Nevada, and NPAIP is authorized to do all acts necessary for the exercise of said powers, including but not limited to, the following:

- A. To make and enter into contracts;
- B. To incur debts, liabilities, and obligations;
- C. To acquire, hold, or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities;
- D. To sue and be sued in its own name;
- E. To settle any claim against NPAIP or its Members as hereinafter provided;
- F. To receive and use contributions and advances from Members, including contributions or advances of personnel, equipment, or property;
- G. To invest any money in its treasury that is not required for its immediate necessities, pursuant to Nevada laws applicable to investments by a Public Agency; and
- H. To carry out all provisions of this Agreement.

**ARTICLE 6**  
**MEMBERSHIP**

Section 1. Eligibility. Membership in NPAIP shall be open to any political subdivision of the State of Nevada that is deemed by the Board of Directors to qualify for membership.

Section 2. Conditions. The Board of Directors may impose such conditions on membership to protect the interests of NPAIP and to provide for the benefits of Members as are required by this Agreement, the Bylaws of NPAIP, and applicable statutes or regulations.

**ARTICLE 7**  
**BOARD OF DIRECTORS**

Section 1. Appointment and Term of Office. Commencing with the effective date of the Agreement and annually thereafter in January, each Member shall appoint a voting representative and an alternate voting representative to the Board of Directors to serve for a term of one year. Such representatives shall be eligible for reappointments for successive one year terms and shall serve until his or her successor is duly appointed.

Section 2. Voting. Each Member shall be entitled to one vote by its representative to the Board or by its alternate voting representative in the absence of the representative. There shall be no voting permitted by proxies or other substitutes. All motions and actions of the Board shall be adopted by a majority of the Board members unless otherwise provided by the Bylaws of NPAIP.

Section 3. Compensation of the Board. Members of the Board shall not receive any salary for their services to the Board, but the Board by resolution may allow actual and necessary expenses for attendance at Regular or Special meeting of the Board.

Section 4. Meetings. The Board shall provide for the holding of Regular and Special meetings.

Section 5. Quorum. A simple majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present at any meeting, a majority of those members as may be present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of a majority of the members present at a meeting at which a quorum is present shall constitute an act of the Board.

Section 7. Legal Counsel. The Board shall be advised in legal matters with respect to NPAIP operations by its legal counsel.

**ARTICLE 8**

### MEETING OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings. The Board shall hold at least one regular meeting each year, scheduling the time, date and place thereof by resolution.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chair of the Board, or in his absence by the Vice Chair, or by any two members of the Board.

Section 3. Minutes. The Executive Director of NPAIP, described in Article 13 hereof, shall provide for the keeping of minutes of Regular and Special meetings of the Board, and shall forward a copy of the minutes to each member of the Board.

Section 4. Open Meeting Law. All meetings of the Board shall be called, notice, held and conducted in accordance with the provisions of the Open Meeting Laws, Nevada Revised Statutes, Chapter 241, and any other laws of the State of Nevada.

## **ARTICLE 9**

### POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall be the governing body of NPAIP to oversee, administer, and determine its overall policies and shall have the following powers and authority:

- A. To manage the affairs of NPAIP and to do all things necessary or convenient for the furtherance of the purposes of NPAIP, including but not limited to: expending and receiving funds; entering into contracts and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property, real and personal; employing personnel either as employees or by contract; and employing professional consultants such as attorneys, auditors, accountants, risk managers and actuaries;
- B. To form an Executive Committee, as provided in Article 12 hereof, and delegate to that committee such powers as it determines, provided that all such delegated powers to Executive Committee shall be exercised under the direction of the Board;
- C. To form committees as appropriate to act in an advisory capacity and to conduct the business of NPAIP and the membership of such committee may consist in whole or in part of non-Board members;
- D. To elect the officers and appoint staff of NPAIP as may be necessary for the administration of NPAIP and as described in Articles 10 and 13 hereof;
- E. To prepare and adopt the annual operating budget of NPAIP;

- F. To develop and adopt each program of NPAIP, including all provisions for insurance and reinsurance, and administrative services as necessary to carry out such programs;
- G. To provide for necessary services to NPAIP and its Members to include, but not be limited to, risk management consulting, human resources consulting, Loss prevention and control, centralized Loss reporting, actuarial consulting, claims adjusting, and legal services;
- H. To provide general supervision and policy direction to its Executive Director, either directly or through the Executive Committee, and adopt policies and procedures to carry out the purposes of NPAIP;
- I. To receive, review and act upon periodic reports and audits of the funds of NPAIP as required;
- J. To elect the Executive Committee by vote of its members present at the annual meeting;
- K. To amend the Bylaws of NPAIP by a two-thirds vote of the members present at a meeting, but no amendment shall take effect sooner than thirty days after adoption thereof; and
- L. To remove a member of the Board of Directors or of the Executive Committee by a two-thirds vote of the members present at a meeting.

## **ARTICLE 10**

### OFFICERS

Section 1. Chair and Vice Chair. The Board of Directors shall elect from its members a Chair and Vice Chair of the Board, each to hold office for two years effective from the beginning of the fiscal year following such election.

Section 2. Conducting Meetings. The Chair, or if absent, the Vice Chair, shall preside at and conduct all meetings of the Board and the Executive Committee.

Section 3. Powers and Duties of the Chair. The Chair, or together with such other officer or officers as the Board may designate by resolution, may execute any contracts or other instruments as authorized by the Board and shall generally perform all duties incident to the office of Chair as may be prescribed by the Board.

Section 4. Powers and Duties of the Vice Chair. The Vice Chair shall act as Chair in the latter's absence or inability or refusal to act.

Section 5. Fiscal Officer. The Chair will appoint a Fiscal Officer with duties as described in Articles 15, 16 and 17 hereof to hold office for two years effective from the beginning of the fiscal year contemporaneously with the Chair and Vice Chair.

Section 6. The Fiscal Officer shall chair the Audit Committee.

## ARTICLE 11

### LIABILITY OF BOARD OF DIRECTORS OR OFFICERS

Section 1. Standard of Care. The members of the Board of Directors and officers of NPAIP should use ordinary care and reasonable diligence in the exercise of their powers and duties hereunder.

Section 2. Limitation of Liability. The members of the Board of Directors shall not be liable for any mistake of judgment or other action made, taken or omitted by any of their agents, employees or independent contractors selected by them with reasonable care nor for loss incurred through investment of, or failure to invest, NPAIP funds, and no director shall be liable for any action taken or omitted by any other director.

Section 3. No Bonds. No director shall be required to give a bond or other security to guarantee the faithful performance of duties hereunder.

Section 4. Insurance. NPAIP shall defend and hold harmless any director acting within the scope of his authority for NPAIP. NPAIP may purchase insurance providing coverage for acts or omissions taken by the Board or performed by an officer or director within the scope of his or her authority for NPAIP.

## ARTICLE 12

### EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS

Section 1. Members. NPAIP shall be administered by the Executive Committee of the Board of Directors, composed of seven persons from among the Members of the Board of Directors, two of which shall represent Member counties or cities with a population of 35,000 or more (if there exist two such Members), at least two of which shall represent Member counties or cities with a population under 35,000, two representatives of school districts, one representative of special districts and the Chair and Vice Chair of the Board of Directors. The Executive Director shall be *ex-officio*, a non-voting member of the Executive Committee.

Section 2. Business of the Executive Committee. The Executive Committee shall conduct the business of NPAIP between meetings of the Board, exercising such powers as are delegated by and under the direction of the Board. If at a duly noticed Board meeting a quorum of the Board is not present, the Executive Committee hereby is delegated the power to conduct the business of NPAIP on behalf of the Board pursuant to the Board meeting agenda.

Section 3. Meetings. Meetings of the Executive Committee shall be called at the request of the Chair, or in his absence, the Vice Chair, but any two members may request a meeting, and all such meetings shall be conducted in compliance with the provisions of the Nevada Open Meeting Laws.

**Commented [WC3]:** What if Chair and/or Vice Chair already are elected to Executive Committee? Basic membership is 7 persons; with Chair/Vice Chair it could be up to 9 voting members. Should Art 10 Section 1 be changed to Executive Committee shall elect Chair and Vice Chair from its elected members per Art 12?

Section 4. Quorum. A majority of the Executive Committee constitutes a quorum for the transaction of business at any meeting, but if less than a majority is present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice. Ex-officio members shall not be counted in determining a quorum.

Section 5. Manner of Acting. The act of a majority of the members present at the meeting at which a quorum is present shall be the act of the Executive Committee, unless a greater number is required by law or by the Bylaws of NPAIP. An alternate representative shall not be allowed to act for a member of the Executive Committee.

Section 6. Election and Term of Office. The Executive Committee shall be elected by the Members for two-year terms, which shall be staggered as follows:

- a. Two of the four representatives of cities and counties shall be elected for a two year term effective with the fiscal year beginning 2003
- b. Two of the four representatives of cities and counties shall be elected for a two-year term effective with the fiscal year beginning 2004
- c. One of the two representatives of school districts shall be elected for a two year term effective with the fiscal year beginning 2003
- d. One of the two representatives of school districts shall be elected for a two year term effective with the fiscal year beginning 2004
- e. The representative of special districts shall be elected for a two year term effective with the fiscal year beginning 2003

Succeeding elections to those noted in a-e shall be for two year terms effective with the fiscal year following the election.

### **ARTICLE 13**

#### **STAFF**

Section 1. Executive Director. The Board may employ or contract for an Executive Director to administer the business and activities of NPAIP, be responsible for all minutes and records of NPAIP meetings, notices and records of NPAIP, and such other duties as are assigned by the Board and the Executive Committee, subject to the general supervision and policy direction of the Board of Directors and the Executive Committee.

Section 2. Other Staff. The Board shall provide for the appointment of such other staff as may be necessary for the administration of NPAIP.

### **ARTICLE 14**

#### **DEVELOPMENT, FUNDING AND IMPLEMENTATION**

#### **OF POOLING PROGRAMS**

Section 1. Program Coverage. Pooling or insurance programs of NPAIP may provide coverage for:

- A. Casualty insurance as defined in NRS 681A.020;
- B. Marine and transportation insurance as defined in NRS 681A.050;
- C. Property insurance as defined in NRS 681A.060;

- D. Surety insurance as defined in NRS 681A.070; and
- E. Insurance for any combination of these kinds of insurance.

Section 2. Minimum Participation. The Board shall determine for each pooling program, described in Section 1 above, a minimum participation for program implementation, which shall be communicated to each Member, and shall establish the amount of any Maintenance Deductible.

Section 3. Program and NPAIP Costs. General administrative expenses of NPAIP shall be allocated to the Members as a whole, whether every Member participates in all or part of any program of NPAIP. The Board shall determine the method of allocation to each Member and the amount of each Member's share.

Section 4. Development Charge. Development costs of a program shall be funded by a development charge, as determined by the Board of Directors, to be paid by each Member joining in the development of the program and thereby reserving the option to participate in the program following its adoption by the Board. Development charges are those costs incurred by NPAIP, or by the Nevada Association of Counties acting as sponsor of an Interlocal Cooperation Agreement entered into prior to the creation and organization of NPAIP, or NPAIP's consultant, in developing a program for subsequent review and adoption by the Board, including but not limited to research, feasibility studies, information and liaison work among Public Agencies, preparation and review of documents, and actuarial and risk management consulting services, and may also include a share of NPAIP's general expense as allocated by the Board of Directors.

Section 5. Billing. The development charge shall be billed to all Members upon authorization of program development by the Board and be payable within thirty (30) days of the billing date, and contributions to the Nevada Association of Counties by interested Public Agencies for development of programs prior to the creation and organization of NPAIP shall be credited against the development charges for those programs assessed by NPAIP.

Section 6. Deficiencies. Upon the conclusion of program development, any deficiency in development funds shall be billed to all Members which have paid the development charge on a pro-rata or other equitable basis as determined by the Board, and any surplus in such funds shall be transferred into the loss reserve for the program, or, if the program is not implemented, NPAIP's general account.

Section 7. Annual Contributions. All costs of program, excluding development charges, shall be funded by annual contributions charged to the Members participating in the program for each Policy Year and also by interest earned on the funds so accumulated. Such contributions shall be determined by the Board upon the basis of a cost allocation plan and rating formula developed by NPAIP with the assistance of a casualty actuary, risk management consultant or other qualified person. The contributions for each Participating Member shall include its share of expected program losses, program insurance and reinsurance costs, program administrative costs for the year, and its share of NPAIP's general expense allocated to the program by the Board.

Section 8. Billing. Annual contributions shall be billed by NPAIP at the

beginning of each Policy Year and shall be payable within thirty (30) days of the billing date. At the end of each Policy Year, program costs shall be audited by NPAIP. Any deficiency or surplus in the contributions paid by the Participating Member, as shown by such audit, may be adjusted by a corresponding increase or decrease in the contribution charge to that Member for succeeding years, unless the Member withdraws or is canceled from the program, in which case the provisions of Articles 21, 22, 23, 24 and 25 hereof shall be applicable and controlling.

Section 9. Program Implementation and Effective Date. Following development of a program and its adoption by the Board, NPAIP shall give each Member a written notice of the program which shall include:

- A. The terms of coverage of the program;
- B. The requirements for program implementation; and
- C. The estimated first year contribution by the Member for program participation.

Section 10. Membership. Each Member or Participating Member may elect to enter the program by giving written notice of such election, in a form prescribed by NPAIP, to the Executive Director within thirty (30) days of the date of NPAIP's notice of the establishment of the program.

Section 11. Late Entries. A Member not electing to enter a program upon its implementation or within 120 days thereafter pursuant to Section 10 above, or which becomes a party to the Agreement following implementation of the program, may petition the Executive Committee for late entry into the program.

## ARTICLE 15

### ACCOUNTS AND RECORDS

Section 1. Annual Budget. NPAIP annually shall adopt an operating budget to include a separate budget for each program under development or adopted and implemented by NPAIP.

Section 2. Funds and Accounts. The Fiscal Officer shall oversee such funds and accounts as may be required by good accounting practices and by the Board for each program and the books and records of NPAIP shall be open to inspection at all reasonable times by authorized representatives of Members.

Section 3. Report of the Fiscal Officer. The Fiscal Officer, within one hundred and eighty(180) days after the close of each Fiscal Year, shall give a complete written report of the Annual Audit for such Fiscal Year to the Board and to each Member.

Section 3. Annual Audit. The Board of Directors shall engage a certified public accountant to make an annual Fiscal Year audit of all accounts and records of NPAIP, and a report of the audit shall be filed as a public record by each Member within one hundred and eighty (180) days of the end of the Fiscal Year under examination.

## ARTICLE 16



## RESPONSIBILITIES FOR NPAIP'S FUNDS AND PROPERTY

Section 1. Custody and Disbursements. The Fiscal Officer shall oversee the custody of and disbursement NPAIP's funds, but may delegate that disbursing authority as may be authorized by the Board, subject to the requirements of Section 2 below.

Section 2. Maintenance and Safekeeping. The Fiscal Officer shall assure the following activities are carried out appropriately by the Executive Director who shall:

- A. Receive and acknowledge receipt for all funds of NPAIP and deposit them in NPAIP's Treasury for the credit of NPAIP;
- B. Be responsible for the safekeeping and disbursement of all NPAIP funds;
- C. Pay any sums due from NPAIP as approved by the Board or by any body or person to whom the Board has delegated approval authority;
- D. Verify and report in writing to the Executive Committee or the Board, as of the first day of each quarter of the Fiscal Year, the amount of money held for NPAIP, the amount of receipts since the last such report, and the amount paid out since that report; and
- E. Invest monies in accordance with applicable laws and regulations governing investments by Public Agencies.

Section 3. Responsibility for Funds and Property. The Executive Director, Fiscal Officer, and such other persons as the Board may designate, shall have charge of, administer, and have access to the funds and property of NPAIP.

Section 4. Bonds. NPAIP shall provide for fidelity bond or performance bonds in an amount and form specified by the Board for all of its officers and staff authorized by NPAIP to hold or disburse funds or have charge or access to property of NPAIP.

## **ARTICLE 17**

### TRUST ACCOUNT, CHECKS, DEPOSITS & REVENUES

Section 1. Establishment of a Trust Account. A trust account shall be established, referred to hereafter as the "Trust Account", in which all Member contributions, policy dividends or premiums received by NPAIP, investments made by NPAIP and income thereon, and any other money or property which shall come into the possession or control of NPAIP shall be placed.

Section 2. Use of the Trust Account. The Board may use the Trust Account to pay all expenses of NPAIP, including, but not limited to, payment of premiums for insurance policies, compensation to employees and staff, legal counsel, auditors, consultants, contracted services and other persons as authorized by the Board.

Section 3. Expenditures from Trust. Expenditures from the Trust Account may

be made for payment of Losses, litigation costs, investigation, insurance premiums and deductible amounts, cost of Loss control activities, and any other costs determined by the Board.

Section 4. Excess Funds. Any excess funds in the Trust Account may be used, as determined by the Board, to reduce Member contributions, to increase the cash surplus of NPAIP as determined by policies established by the Board.

Section 5. Expenses of Administration. At its annual organizational meeting, the Board shall approve rates of compensation for administrative expenses incurred for administration of the Trust Account and legal services related thereto and shall approve its budget.

Section 6. Checks. All checks, drafts or orders for payment of money, notes or any other evidence of indebtedness issued in the name of NPAIP shall be signed by the Executive Director, or by such other person and in the manner as the Board may designate, with two signatures required, and in such manner as shall be prescribed.

Section 7. Deposits. All funds of the Board shall be deposited to the credit of NPAIP in such banks, trust companies or other depositories as the Board may determine.

Section 8. Other Funds. NPAIP funds in possession or control of the Board shall be received, disbursed, controlled and accounted for under the supervision of the Fiscal Officer.

## **ARTICLE 18**

### **RISK MANAGEMENT**

Section 1. Risk Management Services. The Executive Director or other individual or organization shall be selected by the Executive Committee to provide risk management and insurance consulting services to include Loss prevention, review of Loss data, promotion and evaluation of Loss prevention programs, and reports to Members. The responsibilities include:

- A. Liaison with the Members' staff assigned the risk management and safety responsibility;
- B. Assistance to members in the development and implementation of risk management policies;
- C. Identification and evaluation of risk and Loss potentials, aided by a claims service company and legal counsel;
- D. Recommendations as to affirmative steps in order to avoid or reduce risks and Losses;
- E. Development of a system of claims reporting and on the scene investigation by Member's personnel; and
- F. Development and production of risk prevention educational programs for Member's personnel.

Section 2. Treatment of Costs. Costs of the risk management services shall be a general administrative expense of NPAIP.

**ARTICLE 19**  
**RESPONSIBILITIES OF MEMBERS**

Members shall have the following responsibilities:

- A. To appoint an officer or employee to be responsible for the risk management function with that Member's organization to serve as a liaison between the Member and the NPAIP for all matters relating to risk management and insurance;
- B. To maintain an active safety program and act upon recommendations of the NPAIP to reduce or eliminate unsafe practices;
- C. To pay development charges, annual contributions, insurance premiums, and contributions surcharges to NPAIP within thirty (30) days of the billing date thereof;
- D. To pay to NPAIP any additional insurance premiums or contributions due as determined and assessed by the Board within thirty (30) days after the Member's act of withdrawal, cancellation, or termination from NPAIP;
- E. To provide NPAIP at its request such other information or assistance as may be reasonably necessary for NPAIP to develop and implement programs under this Agreement;
- F. To cooperate with and assist NPAIP, and any insurer of NPAIP, in all matters relating to this Agreement;
- G. To comply with all Bylaws of NPAIP and other rules adopted by the Board; and
- H. To have such other responsibilities as provided in this Agreement or established by the Board under this Agreement.

**ARTICLE 20**  
**ADMINISTRATION OF CLAIMS AND LITIGATION**

Section 1. **NPAIP Responsibilities.** NPAIP, at its sole discretion, may undertake and be responsible for the investigation, defense and settlement, of claims made and suits or proceedings instituted against a Member arising out of a covered Loss. NPAIP solely is responsible for investigating, adjusting, evaluating, valuing and settling Property Coverage claims made by Members.

Section 2. **Information From Member.** A Member shall furnish to NPAIP with respect to any Claim for Loss or potential Loss:

- A. Prompt written notice of any claim made or suit brought against the Member or any claim made for damage to a Member's property;
- B. Any other information requested by NPAIP in order to adjust, investigate, evaluate, value or settle or defend a Claim or Loss;
- C. Cooperation in all matters in which NPAIP is acting on behalf of the Member or any other dispute against NPAIP or against a Member.

Section 3. **Appointment of Claims Committee.** The Chair of the Board shall appoint a five member committee as necessary, to be entitled the "Claims Committee", to oversee claims services and to settle appeals of coverage determinations made by the Claims

Administrator. The Executive Director, Risk Manager, Claims Administration Company, and NPAIP's Administrator shall be non-voting, ex-officio members of the Claims Committee.

Section 4. Litigation Cooperation. Members shall be kept advised of the progress of litigation. All claims or cases shall be referred immediately to NPAIP's Claims Administrator by the Member upon which notice is given by a claimant or a complaint served. The Claims Administrator shall review the claim or case, investigate the facts where appropriate, and may assign defense counsel from NPAIP's panel of approved defense counsel. The decision whether or not to provide a defense and to assign defense counsel shall be made solely in the discretion of NPAIP and its Claims Administrator. NPAIP and its Claims Administrator shall make a coverage determination including NPAIP's discretionary decision whether to provide a defense. The assigned defense counsel shall cooperate with the Member's legal counsel in the defense or settlement of litigation.

Section 5. Litigation Management. Management of litigation shall include evaluation of claims, assignment of qualified attorneys to represent the Member (when a discretionary decision to defend has been made), monitoring of the litigation, providing periodic status and evaluation reports to the Executive Director, aid in promoting and evaluation risk management, and recommending reserves for claims in litigation.

Section 6. Litigation Costs. Litigation Management and fees from general counsel shall be treated as a general expense of NPAIP and fees of defense counsel shall be treated as a claims expense.

Section 7. Litigation Participation. A Member at its expense, shall have the right to participate with NPAIP in the settlement, defense, or appeal of such claim, suit or proceeding which, in the judgment of NPAIP, may involve liability of NPAIP.

Section 8. Advice From Members. Members will be given a reasonable opportunity in litigated cases or claims to advise NPAIP of the Members' preference with regard to settlement of the case or claim.

Section 9. Settlement Consent. A Member shall not enter into any settlement involving liability of NPAIP without the prior consent of NPAIP.

Section 10. Claims Handling. NPAIP shall select a duly licensed claims administration company on the basis of its ability to handle claims in a professional, efficient and economical manner, and to be responsible for investigating, adjusting, evaluating, valuing and settling all Claims made against the Member or against NPAIP.

Section 11. Claim Administration Company Responsibilities. NPAIP Claims

Administration Company selected by NPAIP shall:

- A. Investigate, adjust, evaluate, value and settle all claims against NPAIP or its Members for which coverage may be afforded under the terms of NPAIP Coverage Form and as directed by the Claims Committee;
- B. Make settlements in accordance with the authority delegated by the Board in the Claims Administrator's contract;
- C. In addition to actually paying covered claims, provide periodic claim reports detailing each Member's losses, recommend proper and adequate reserves for outstanding and anticipated claims, file required reports to the State of Nevada, and provide any other related services as approved by the Board; and
- D. Refer cases which may require review by the Claims Committee or the Litigation Strategy Committee and consult with NPAIP's general counsel with respect to legal issues as necessary.

## ARTICLE 21

### TERM OF AGREEMENT

This Agreement shall be effective upon execution by the signatory parties and shall remain in effect until:

- A. Terminated upon election of three-fourths of the Members; or
- B. Suspended or superseded by a subsequent agreement between the Members.

## ARTICLE 22

### WITHDRAWAL

Section 1. Member Insolvency. A Member may not withdraw as a Member for a period of two (2) years after its initial entry, except in case of insolvency or change in its legal status as a Public Agency.

Section 2. Notice of Withdrawal. After two years following its initial entry, a Member may withdraw from NPAIP upon giving one-hundred twenty (120) days written notice to the Board in advance of the program renewal date.

Section 3. Effect of Withdrawal. The withdrawal of a Member shall not affect the continuance of NPAIP by the remaining Members.

Section 4. Payments Before Withdrawal. In order to withdraw, the Member shall pay any outstanding amounts due and owing to NPAIP.

Section 5. Release Conditions. Withdrawal does not release the withdrawing Member from liability for further payments or assessments as provided elsewhere in this

Agreement.

**ARTICLE 23**  
**CANCELLATION OR TERMINATION OF MEMBERSHIP**

The Board of Directors:

- A. May cancel the membership of any Member in NPAIP on a vote of two-thirds of the Board members present at a meeting called for that purpose, and such Board action shall result in the cancellation of that Member's participation in all programs of NPAIP as of the date of the Board cancellation;
- B. May cancel any Member's participation in a program of NPAIP without canceling its membership in NPAIP or participation in other programs on a vote of two-thirds of the Board members present at a meeting called for that purpose;
- C. Cause NPAIP to give one hundred twenty (120) days advance written notice to the Member of the effective date of any cancellation under the foregoing provisions, and upon such effective date, the Member shall be considered as having voluntarily withdraw from NPAIP, or from the program of NPAIP, as the case may be.
- D. Cancel the membership of any Member that has not paid any assessments when due upon thirty (30) days notice to the Member. Such notice for non-payment may be issued by the Executive Director without a vote of the Board of Trustees; however, the Executive Committee will be informed of the situation. The Executive Director may reinstate membership upon receipt of payment of the assessments prior to the effective date of the notice of cancellation. If payment is not received prior to the effective date of the notice of cancellation, the Member may apply for reinstatement through the Executive Director, which may be granted only by the Executive Committee.

**ARTICLE 24**  
**EFFECT OF WITHDRAWAL OR CANCELLATION FROM NPAIP**

Section 1. Unearned Contributions. If a Member's participation in a program of NPAIP is canceled under Article 23 hereof, with or without cancellation of membership in NPAIP, and such cancellation is effective before the end of the Policy Year for that program, NPAIP shall promptly determine and return to the Member the amount of any unearned contributions payments for the Policy Year.

Section 2. Entitlement to Return of Contributions. Except as provided in Section 1 above, a Member, which withdraws or has its membership canceled in NPAIP or from any program of NPAIP, shall not be entitled to the return of any contributions or other payments to NPAIP, or of any property contributed to NPAIP.

Section 3. Termination of NPAIP. In the event of termination of this Agreement and concomitantly NPAIP, a Member having withdrawn or its membership canceled prior thereto may share in the distribution of assets of NPAIP as determined by the Board.

**ARTICLE 25**  
**TERMINATION AND DISTRIBUTION OF ASSETS**

Section 1. NPAIP Activities After Termination. If this Agreement is terminated at any time, NPAIP shall continue to exist after such termination for the limited purpose of disposing of all outstanding claims, distributing its assets, and performing all other functions necessary to conclude its affairs and business.

Section 2. Asset Distribution. All assets of NPAIP utilized in each program shall be distributed among those Members which participated in that program in accordance with a distribution plan developed by the Board. . The Board shall determine such distribution within six months after final distribution of all claims pending at the termination of this Agreement and NPAIP.

Section 3. Final Contributions. Any Member, which was a participant in a program of NPAIP, shall be responsible for any additional amount of contributions as determined by the Board in accordance with a Loss allocation formula as necessary for final disposition of all claims arising from losses under that program during the Member's period of participation.

**ARTICLE 26**  
**CONTRACTUAL OBLIGATION AND MEMBER'S LIABILITY**

Section 1. Member's Additional Obligations. In addition to the obligations and responsibilities of the Members expressly set forth in this Agreement, the Members agree to take no action or engage in any conduct inconsistent with this Agreement and the Bylaws of NPAIP.

Section 2. Enforcement of This Agreement. Except as limited by the provisions in Article 3, Section 4, the terms of this Agreement may be enforced in a court of law either by NPAIP or by any of its Members.

Section 3. Consideration. 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 agreements of the Members set forth herein.

Section 4. Duplicate Originals. This Agreement and the Bylaws of NPAIP may be

executed in duplicate originals, and their execution and approval by the Members shall be evidenced by a certified copy of a resolution by the Board of Directors, provided, however, that except to the extent of the financial contributions to NPAIP agreed to herein, or such additional obligations as may come about through amendments to the Agreement, or the Bylaws of NPAIP, no Member shall be responsible for any claims in tort or contract asserted against any other Member.

Section 5. Limitation of Members' Relationships. In the creation of NPAIP, the Members intend only to establish an organization for joint insurance and self-insurance programs in accordance with the terms and within the scope of this Agreement and have not intended to create as between Members any other relationships of surety, indemnification or responsibility for the debts or claims of any other Member.

Section 6. Members' Liability. The liability of each Member for the obligations of NPAIP shall be individual, several and proportionate liability, and not joint.

Section 7. Responsibility For Assessments. Members who have withdrawn or have been terminated shall remain subject to the payments of any assessments for the year(s) during which such Member was a participant in the program of NPAIP.

#### **ARTICLE 27** **ASSESSMENTS**

Section 1. Additional Contributions and Surcharges For Excessive Losses. If NPAIP experiences such a number of Losses or costs under a program during a Policy Year, so that notwithstanding insurance and reinsurance coverage for individual Losses, the joint pooled funds for the program may be exhausted, the Executive Committee may, upon consultation with a casualty actuary, impose contributions and/or surcharges on all Participating Members, which, in total amount, will assure adequate resources to NPAIP for the payment of all such Losses, but not to exceed two times the most recent annual contribution without approval of two-thirds of the Board of Directors.

Section 2. Assessments When Liabilities Exceed Assets. The amount of any liability in excess of assets shall be assessed to the Members that are or were members of NPAIP within thirty (30) days after a deficiency is identified and shall be payable thereafter by the Members within ninety (90) days.

Section 3. Assessments For Operational Costs Deficiencies. The Board at its discretion may assess the Members for cost incurred in the operation and maintenance of NPAIP and for its purposes in the form, manner and amount prescribed by the Board for the Policy Year out of which the deficiency arose.

Section 4. Enforcement of Assessments. NPAIP is empowered to enforce the assessments hereunder and as provided elsewhere in this Agreement by appropriate legal proceedings.

#### **ARTICLE 28** **BYLAWS AND PROCEDURES MANUAL**



Section 1. Bylaws. The Board shall adopt Bylaws to provide for the operation and administration of NPAIP.

Section 2. Procedures Manual. The Board shall cause the preparation of a Procedures Manual to govern the day-to-day operations of NPAIP.

## **ARTICLE 29**

### NOTICES

Section 1. Notices To Members. NPAIP shall address all notices, billings and other communications to a Member under this Agreement as directed by the Member to NPAIP.

Section 2. Notices To NPAIP. Members shall address notices and communications to NPAIP to the Executive Director, Nevada Public Agency Insurance Pool, 201 S. Roop Street, Suite 102, Carson City, Nevada, 89701.

## **ARTICLE 30**

### AMENDMENT

This Agreement may be amended at any time by a vote of two-thirds of the Members.

Commented [WC4]: ..."present at a meeting"

## **ARTICLE 31**

### PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, premium or asset of NPAIP.

## **ARTICLE 32**

### AGREEMENT COMPLETE

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

## **ARTICLE 33**

### GOVERNING LAW AND SEVERABILITY

Section 1. Governing Law. The construction, validity, and affect of this Agreement shall be governed by the laws of the State of Nevada.

Section 2. Severability. Should any covenant, condition, term or provision in this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable, all of the remaining covenants, conditions, terms and provisions herein shall remain in full force and effect.

**ARTICLE 34**

**FILING WITH ATTORNEY GENERAL**

The Executive Director of NPAIP shall file a notice of this Agreement with the office of the Attorney General within thirty (30) days of its effective date as required by Nevada Revised Statutes.

**Commented [WC5]:** Remove as no longer required in statute nor are amendments required to be submitted? AG wanted to change law so that it was optional for local governments to submit and then they had to pay AG costs.

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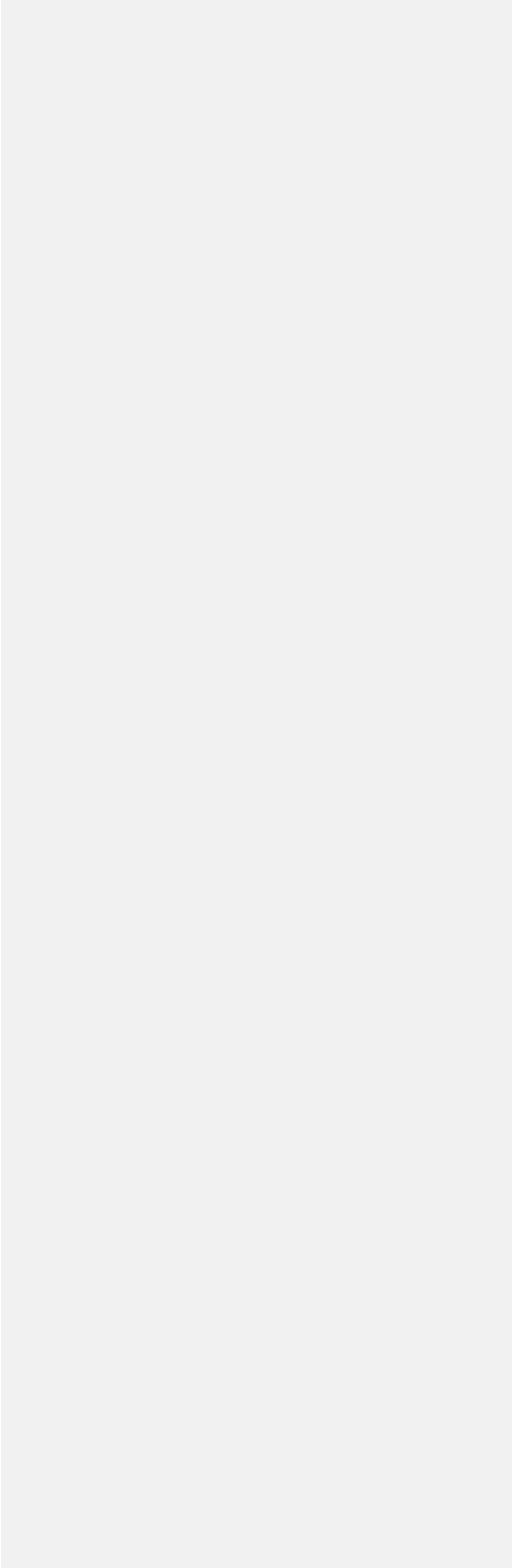
END OF ITEM #13c - POOL Interlocal

**NEVADA PUBLIC AGENCY INSURANCE POOL**

**BYLAWS**

Revised: May 1, 2000  
Revised: May 2, 2003  
Revised: May 1, 2009  
Revised: April 26, 2013  
Revised: May 1, 2015  
Revised: April 29, 2016

DRAFT



**TABLE OF CONTENTS**  
**BYLAWS OF NEVADA PUBLIC AGENCY INSURANCE POOL**

**ARTICLE I: POOL PHILOSOPHY AND STRUCTURE**

Section 1.01	Philosophy
Section 1.02	General Structure
Section 1.03	Duties and Responsibilities
Section 1.04	Duties and Responsibilities of Member
Section 1.05	New Members

**ARTICLE II: OFFICES**

Section 2.01	Principal Office
Section 2.02	Other Offices

**ARTICLE III: MEMBERS MEETINGS**

Section 3.01	Place of Meetings
Section 3.02	Annual Meetings
Section 3.03	Special Meetings
Section 3.04	Notice of Annual or Special Meetings
Section 3.05	Conduct of Member Meetings

**ARTICLE IV: DIRECTORS**

Section 4.01	Powers
Section 4.02	Alternative Voting Representative
Section 4.03	Rights of Inspection
Section 4.04	Vacancies
Section 4.05	Removal of Directors
Section 4.06	Fees and Compensation

## **ARTICLE V: COMMITTEES**

Section 5.01 Executive Committee  
Section 5.02 Standing or Special Committees  
Section 5.03 Limitations Upon Committees of the Board

## **ARTICLE VI: OFFICERS**

Section 6.01 Officers  
Section 6.02 Election  
Section 6.03 Subordinate Officers  
Section 6.04 Removal and Resignation  
Section 6.05 Vacancies  
Section 6.06 Chair of the Board  
Section 6.07 Executive Director  
Section 6.08 Fiscal Officer

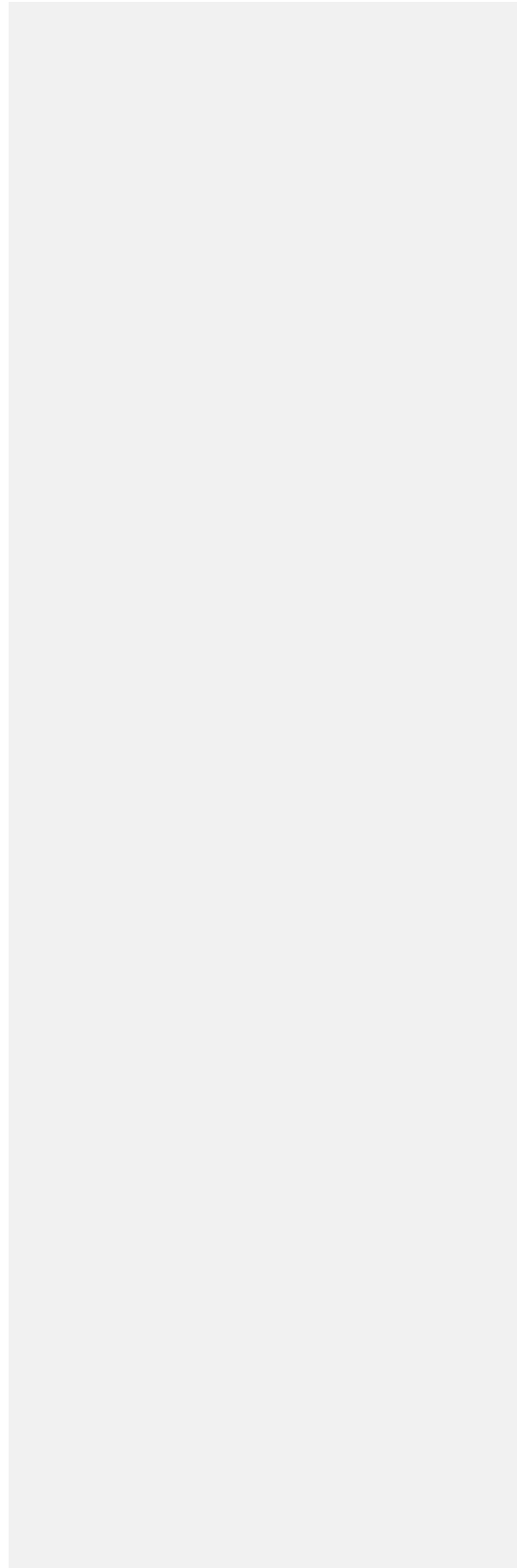
## **ARTICLE VII: MISCELLANEOUS**

Section 7.01 Inspection of Agreement and Bylaws  
Section 7.02 Endorsement of Documents: Contracts  
Section 7.03 Construction and Definitions  
Section 7.04 Maintenance of Corporate Records  
Section 7.05 Annual Report  
Section 7.06 Fiscal Year

## **ARTICLE VIII: AMENDMENTS**

Section 8.01 Bylaws  
Section 8.02 Interlocal Cooperation Agreement  
Section 8.03 Adoption

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**BYLAWS OF THE  
NEVADA PUBLIC AGENCY INSURANCE POOL**

**ARTICLE I: NPAIP PHILOSOPHY AND STRUCTURE**

**SECTION 1.01. PHILOSOPHY.**

The philosophy of NPAIP is to maintain long term stability in the costs and coverages provided by NPAIP to its Members through risk management.

**SECTION 1.02. GENERAL STRUCTURE.**

NPAIP is governed by its Board of Directors consisting of representatives of Members as defined in the Interlocal Cooperation Agreement.

**SECTION 1.03. DUTIES AND RESPONSIBILITIES.**

The responsibilities of NPAIP to Members shall be:

- (a) To provide a source of coverage for property, casualty and surety claims or losses;
- (b) To provide such risk management services and materials for education purposes as the Members determine are necessary and affordable;
- (c) To provide guidance in organization and operation of a risk management program by each Member;
- (d) To provide risk management advice when needed or necessary;
- (e) To conduct the business of NPAIP so as to continue to operate successfully; and
- (f) To collect and disburse funds for the sound financial organization and operation of NPAIP.

**SECTION 1.04. DUTIES AND RESPONSIBILITIES OF A MEMBER.**

The duties and responsibilities of a Member shall be:

- (a) To comply with the Interlocal Cooperation Agreement, Bylaws, policies, procedures and objectives of NPAIP;
- (b) To maintain good community relations with the primary objective being reduction of risks;



- (c) To make timely submissions to NPAIP and its insurers of contributions to NPAIP's Loss Fund, administrative fees, and insurance premiums;
- (d) To publish for the Member and the files of NPAIP, guidelines for the operation of the Member's Risk Management Program;
- (e) To appoint a Pool Liaison and to support the purposes of that function in accordance with Article 19 of the Interlocal Cooperation Agreement;
- (f) To comply with the requirements of NPAIP and to submit claims to the claims servicing organization promptly;
- (g) Maintenance Deductibles - Each Member's maintenance deductible is chargeable to the Member at the time of payment made on a claim by NPAIP. The maintenance deductible applies once to each loss, whether it involves property, liability, crime or any combination of coverages. Each member shall reimburse NPAIP's Loss Fund promptly and not later than 30 days after billing. Should the Member dispute the applicability of the maintenance deductible, the Member shall pay the amount due with an accompanying request for review by the Executive Committee, whose decision shall be final; and
- (h) Each Member shall establish a fund or account for the purposes stated in the following description entitled "Self-Insurance Fund" which shall be administered by NPAIP Liaison or such other person as designated by the Member.

**Commented [WC1]:** Delete "once." Expand to say "Claims Administrator may issue a voucher for property or crime losses at the time of settlement. Liability loss amounts within the Maintenance Deductible (MD) will be billed by NPAIP. If application of the MD is exceed by either the vouchered amount or the liability billing in combination, then NPAIP will only bill the excess remaining." ?

**Commented [WC2]:** Remove from Bylaws and make this a board policy/procedure only?

#### SELF-INSURANCE FUND

1. This fund has been established to: pay for losses not covered by the Nevada Public Agency Insurance Pool or which are within NPAIP member's maintenance deductible including:
  - a. damage to or destruction of vehicles involved in accidents,
  - b. liability claims and expenses,
  - c. property claims,
  - d. other claims or uses deemed appropriate by the governing board.
2. This fund will maintain reserves for catastrophic or uninsured claims.
3. The administrator of the fund is the NPAIP

Liaison.

4. Claims that are deemed appropriate according to the risk management policies of the governing board will be paid from the Self-Insurance Fund.
5. Any questions regarding the Self-Insurance Fund (claims to be paid, etc.) should be directed to the NPAIP Liaison.

#### SECTION 1.05. NEW MEMBERS.

The Executive Committee shall have sole power to accept new Members when a prospective Member demonstrates:

- (a) A desire to join NPAIP;
- (b) Willingness to abide by the Interlocal Cooperation Agreement, Bylaws, policies, procedures and objectives of NPAIP;
- (c) That its risks and loss history are acceptable; and
- (d) That it agrees to maintain an effective risk management program.

### **ARTICLE II: OFFICES**

#### SECTION 2.01. PRINCIPAL OFFICE.

The Organization's principal office shall be fixed and located in such place as the Board shall determine. The Board is granted full power and authority to change said principal office from one location to another.

#### SECTION 2.02. OTHER OFFICES.

Branch or subordinate offices may be established at any time by the Board at any place or places.

### **ARTICLE III: MEMBERS MEETINGS**

#### SECTION 3.01. PLACE OF MEETINGS.

Meetings of the entire Membership shall be held at any place designated by the Board.

#### SECTION 3.02. ANNUAL MEETINGS.

The annual meeting of all Members of NPAIP shall be held prior to the end of each fiscal year. The Executive Committee shall be elected at the annual meeting and any other proper business may be transacted at the annual meeting.

#### SECTION 3.03. SPECIAL MEETINGS.

Special meetings of the Membership shall be held as may be determined necessary by the Executive Committee or the Board.

#### SECTION 3.04. NOTICE OF ANNUAL OR SPECIAL MEETINGS.

Written notice of each annual or special meeting of Members shall be given in accordance with the Nevada Open Meeting Law NRS Chapter 241. Such notice shall state the place, date and hour of the meeting, and

- (a) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or
- (b) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action.

#### SECTION 3.05. CONDUCT OF MEMBER MEETINGS.

The Chair of the Board may preside as Chair at all meetings of the Members. The Chair shall conduct each such meeting in a business like and fair manner, but shall not be obligated to follow any technical, formal or parliamentary rules or principles of procedure. The Chair shall have all of the powers usually vested in the Chair of a meeting of Members.

#### SECTION 3.06. ANNUAL MEETING BUSINESS

The Annual Meeting agenda must include the following topics required by the Nevada Administrative Code:

- (a) Review by the Board of Directors at least annually of the financial condition of each member and prompt notification to the members of any member determined to be operating in a hazardous financial condition;

- (b) Review by the members at least annually of the loss experience of each member of the association; and
- (c) Review for the removal of members with an excessive loss experience or members determined by the Board of Trustees???? to be operating in a hazardous financial condition.

#### **ARTICLE IV: DIRECTORS**

##### SECTION 4.01. POWERS.

Subject to any limitations contained in the Nevada Public Agency Insurance Pool Interlocal Cooperative Agreement ("Agreement"), these Bylaws or the Law relating to action required to be approved by the Members or by a majority of all the Members, the activities and affairs of NPAIP shall be conducted and all powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of NPAIP to any person or persons, management company, or committee however composed, provided that the activities and affairs of NPAIP shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all officers, agents, service providers and employees of NPAIP, prescribe powers and duties for them as may not be inconsistent with law, the Agreement or these Bylaws, fix their compensation and require from them such security, if any, for faithful service as the Board may deem appropriate;
- (b) To conduct, manage and control the affairs and activities of NPAIP, and to make such policies and procedures therefor not inconsistent with Law, the Agreement or these Bylaws, as they may deem appropriate;
- (c) To authorize memberships in NPAIP from time to time, upon such terms and for such consideration as may be lawful; and
- (d) To borrow money and incur indebtedness for the purposes of NPAIP, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor.

##### SECTION 4.02. ALTERNATE VOTING REPRESENTATIVE.

The Alternate Voting Representative to the Board of Directors shall have the full powers of the Representative when attending Board meetings in place of the Representative.

#### SECTION 4.03. RIGHTS OF INSPECTION.

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of NPAIP.

#### SECTION 4.04. VACANCIES.

- (a) Subject to the provisions of the Agreement, any director may resign effective upon giving written notice to the Chair of the Board, the Executive Director, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.
- (b) Vacancies on the Board may be filled by the Member at its next regular meeting.
- (c) A vacancy in the Board shall be deemed to exist in case of the withdrawal of the Member from NPAIP, death, resignation or removal of any director, or if the authorized number of directors be increased, or if a Member fails, at any regular or special meeting of the Member at which any director is elected, to elect its authorized director.
- (d) The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under the laws of the State of Nevada or the Agreement. In addition, the Board may remove, and declare vacant, the office of a director who fails to attend any Board meetings within any one fiscal year.
- (e) Vacancies on the Executive Committee that occur between meetings of the Board may be filled by the Chair to serve until the next Annual Meeting of the Board as described in Article III, Section 3.02 of these Bylaws.
- (f) Upon withdrawal of a Member from NPAIP, its board positions shall be eliminated upon the effective date of withdrawal.

Commented [WC3]: ...or the remaining Executive Committee Members may appoint a replacement...

#### SECTION 4.05. REMOVAL OF DIRECTORS.

Except as otherwise provided by the Law, any or all directors may be removed with or without cause, if approved by the Members.

#### SECTION 4.06. FEES AND COMPENSATION.

Directors shall not receive any compensation for their services as directors or as Members of committees or commissions, but, by resolution of the Board, reimbursement or advancement may be made for any expenses incurred or paid by them for the benefit of NPAIP.

NPAIP shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the Nevada Attorney General.

## **ARTICLE V: COMMITTEES**

### **SECTION 5.01. EXECUTIVE COMMITTEE:**

- (a) Appointments to the Executive Committee shall be by a majority vote of the directors then in office. A majority of all the Members of the Executive Committee may determine its rules of procedure unless the Board shall otherwise provide. The Board shall have the power to change the Members of the Executive Committee at any time, either with or without cause, and to fill vacancies; provided, however, that all appointments to the Executive Committee shall be by a majority vote of the directors then in office.
- (b) The Board may, at any regular or special meeting, overrule any action or actions of the Executive Committee by a majority vote of all Members of the Board, provided that any such action will not affect the contractual rights of parties outside the Organization.

### **SECTION 5.02. STANDING OR SPECIAL COMMITTEES.**

- (a) In the event that the Board determines that the management of the NPAIP would be benefited by the establishment of one or more standing or special committees, in addition to the Executive Committee, the Board may from time to time establish one or more such committees.
- (b) The term "standing committee" or "special committee" shall mean any committee appointed by the Board which is authorized by specific delegation, without further Board action, to make and implement decisions on behalf of the Board, or to implement, with some degree of discretion, decisions of the Board pursuant to guidelines established by the Board.
- (c) The establishment of a standing or special committee shall be effected by a resolution of the Board approved by the vote of the majority of the directors then in office, which specifically sets forth the powers and duties delegated to such committee and specifically identifies the committee as a "standing" or "special committee." Each such committee shall consist of two or more directors and shall be presided over by a director selected by the Board.
- (d) Notice of, and procedures for, meetings of standing or special committees shall be as prescribed by the Chair of each such standing or special

committee, and meetings of standing or special committees may be called by the Board or the Chair of the standing or special committee.

#### SECTION 5.03. LIMITATIONS UPON COMMITTEES OF THE BOARD.

No committee of the Board shall have any of the authority of the Board with respect to:

- (a) The approval of any action for which the Law or Agreement also requires approval of the Members or approval of a majority of all Members;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board, except as provided in Section 4.04 VACANCIES (e);
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable; and
- (e) The appointment of other committees of the Board or the Members thereof if such committee will have the authority of the Board.

### **ARTICLE VI: OFFICERS**

#### SECTION 6.01. OFFICERS.

The officers of NPAIP shall be the Chair and the Vice Chair of the Board.

#### SECTION 6.02. ELECTION.

Members shall elect one Director, by a majority of the votes cast, to serve a two year term as Chair and one Director to serve a two year term as Vice Chair.

#### SECTION 6.03. SUBORDINATE OFFICERS.

The board may elect, and may empower the Chair to appoint, such other officers as the business of NPAIP may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

#### SECTION 6.04. REMOVAL AND RESIGNATION.

The Chair or any other officer may be removed at any time, either with or without cause, by the vote of two-thirds of the entire Board or, in the case of an officer who is chosen under Section 6.03, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to NPAIP, but without prejudice to the rights, if any, of the NPAIP under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified herein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### SECTION 6.05. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

#### SECTION 6.06. CHAIR OF THE BOARD.

The Chair of the Board shall assume the duties and responsibilities normally associated with the position or those duties assigned by the Board.

#### SECTION 6.07. EXECUTIVE DIRECTOR.

The Executive Director shall be the chief administrative officer of NPAIP and, subject to the control of the Board, shall:

- (a) Supervise, direct, and control the business and affairs of NPAIP;
- (b) Provide adequate staff to administer NPAIP;
- (c) Supervise, direct, and control the collection, deposit, investment and disbursement of all funds of NPAIP in accordance with the specific or general instructions of the Executive Committee or the Board;
- (d) Be a nonvoting ex-officio member of the Board, Executive Committee, and all standing committees and, whenever practical, serve as the staff adviser and recording secretary thereof;
- (e) Have the general powers and duties of management usually vested in the office of Executive Director or general manager of a quasi-governmental organization; and
- (f) Have such other powers and duties as may be prescribed by the Board or these Bylaws.

#### SECTION 6.08. FISCAL OFFICER.

The Chair shall designate a member of the Board to serve as the Fiscal Officer of NPAIP.

### **ARTICLE VII: MISCELLANEOUS**

#### SECTION 7.01. INSPECTION OF AGREEMENT AND BYLAWS.



NPAIP shall keep in its principal office in the State of Nevada the original or a copy of its Agreement and of these Bylaws as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours. NPAIP shall upon the written request of any Member furnish a copy of the Agreement or Bylaws as amended to date.

#### SECTION 7.02. ENDORSEMENT OF DOCUMENTS: CONTRACTS.

Subject to the provisions of applicable law, no note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between NPAIP and any other person shall be valid and binding on NPAIP unless the signing officers had the authority to execute the same. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind NPAIP by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

#### SECTION 7.03. CONSTRUCTION AND DEFINITIONS.

Unless the context otherwise requires, the general provision, rules of construction and definitions contained in the provisions of Nevada Law shall govern the construction of these Bylaws.

#### SECTION 7.04. MAINTENANCE OF CORPORATE RECORDS.

The accounting books, records, minutes of proceedings of the Board and its Committees shall be kept at such place or places designated by the Board or, in the absence of such designation, at the principal business office of NPAIP. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form, or in any other form capable of being converted into written, typed or printed form.

#### SECTION 7.05. ANNUAL REPORT.

The Board shall cause an annual report to be furnished to the directors and Members not later than one hundred eighty days after the close of the NPAIP fiscal year. The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such accountant's report, the certificate of an authorized officer of NPAIP that such statements were prepared without audit from the books and records of NPAIP. The annual report shall contain in appropriate detail the following:

- (a) The assets and liabilities, including the trust funds, of NPAIP as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of NPAIP, both unrestricted and restricted to particular purposes, for the fiscal year; and

- (d) The expenses or disbursements of NPAIP, for both general and restricted purposes, during the fiscal year.
- (e) The annual financial report shall be prepared in accordance with Generally Accepted Accounting Principles

SECTION 7.06. FISCAL YEAR.

The fiscal year of NPAIP shall commence on July 1 of each year and end on June 30 of the following year.

**ARTICLE VIII: AMENDMENTS**

SECTION 8.01. BYLAWS.

- (a) New Bylaws may be adopted or current Bylaws may be amended or repealed by the vote of two-thirds of the Members.
- (b) In addition to the right of the members as provided in subparagraph (a) to adopt, amend or repeal Bylaws, and except as otherwise provided in the Law, Bylaws may be adopted, amended or repealed by the Board by a two-thirds vote of the Directors present and voting (but not less than

a majority of the entire Board) at a Board meeting unless the action would materially and adversely affect the rights of the Members as to voting.

SECTION 8.02. INTERLOCAL COOPERATION AGREEMENT

The Interlocal Cooperation Agreement may be amended if approved by a two-thirds vote of the Directors present and voting (but not less than a majority of the entire Board) at a Board meeting.

SECTION 8.03. ADOPTION.

These Bylaws were adopted by the vote of two-thirds of the Members, present in person, at the annual meeting of the Members. These Bylaws shall become effective immediately upon adoption and repeal and supersede all previous Bylaws of NPAIP.

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END OF ITEM #13c - POOL Bylaws

**PUBLIC AGENCY COMPENSATION  
TRUST**

**INTERLOCAL COOPERATION  
AGREEMENT**

Adopted: November 1, 1995  
Revised: May 2, 1997  
Revised: May 1, 2000  
Revised: May 2, 2003  
Revised: May 1, 2004  
Revised: April 29, 2005  
Revised: April 28, 2006  
Revised: May 1, 2009  
Revised: April 26, 2013  
Revised: April 29, 2016

# INDEX TO PUBLIC AGENCY COMPENSATION TRUST

## INTERLOCAL COOPERATION AGREEMENT

ARTICLE 1.	<b>Definitions</b> .....	1
	Section 1. <u>Agreement</u>	
	Section 2. <u>Board of Trustees</u>	
	Section 3. <u>Claims</u>	
	Section 4. <u>Excess or Reinsurance Program</u>	
	Section 5. <u>Executive Committee</u>	
	Section 6. <u>Fiscal Year</u>	
	Section 7. <u>Loss</u>	
	Section 8. <u>Maintenance Deductible</u>	
	Section 9. <u>Member</u>	
	Section 10. <u>PACT</u>	
	Section 11. <u>Participating Member</u>	
	Section 12. <u>Policy Year</u>	
	Section 13. <u>Public Agency</u>	
	Section 14. <u>Self-Insured Retention</u>	
ARTICLE 2.	<b>Purposes of PACT</b> .....	3
ARTICLE 3.	<b>Parties to Agreement</b> .....	3
	Section 1. <u>Members</u>	
	Section 2. <u>Other Districts or Agencies</u>	
	Section 3. <u>Membership of Nevada Association of Counties and Nevada League of Cities</u>	
	Section 4. <u>Limitation on Right to Sue.</u>	
ARTICLE 4.	<b>Name of PACT</b> .....	4
ARTICLE 5.	<b>Powers of PACT</b> .....	5
ARTICLE 6.	<b>Membership</b> .....	5
	Section 1. <u>Eligibility</u>	
	Section 2. <u>Conditions</u>	
ARTICLE 7.	<b>Board of Trustees</b> .....	6
	Section 1. <u>Appointment and Term of Office</u>	
	Section 2. <u>Voting</u>	
	Section 3. <u>Compensation of the Board</u>	

	Section 4. <u>Meetings</u>	
	Section 5. <u>Quorum</u>	
	Section 6. <u>Manner of Acting</u>	
	Section 7. <u>Legal Counsel</u>	
ARTICLE 8.	<b>Meeting of the Board of Directors.....</b>	6
	Section 1. <u>Regular Meetings</u>	
	Section 2. <u>Special Meetings</u>	
	Section 3. <u>Minutes</u>	
	Section 4. <u>Open Meeting Law</u>	
ARTICLE 9.	<b>Powers of the Board of Trustees.....</b>	7
ARTICLE 10.	<b>Officers.....</b>	8
	Section 1. <u>Chair and Vice Chair</u>	
	Section 2. <u>Conducting Meetings</u>	
	Section 3. <u>Powers and Duties of the Chair</u>	
	Section 4. <u>Powers and Duties of the Vice Chair</u>	
	Section 5. <u>Fiscal Officer</u>	
	Section 6. <u>Fiscal Officer to Chair Audit Committee</u>	
ARTICLE 11.	<b>Liability of the Board of Trustees/Officers.....</b>	9
	Section 1. <u>Standard of Care</u>	
	Section 2. <u>Limitation of Liability</u>	
	Section 3. <u>No Bonds</u>	
	Section 4. <u>Insurance</u>	
ARTICLE 12.	<b>Executive Committee of the Board of Trustees.....</b>	9
	Section 1. <u>Members</u>	
	Section 2. <u>Business of the Executive Committee</u>	
	Section 3. <u>Meetings</u>	
	Section 4. <u>Quorum</u>	
	Section 5. <u>Manner of Acting</u>	
	Section 6. <u>Election and Term of Office</u>	
ARTICLE 13.	<b>Staff.....</b>	10
	Section 1. <u>Executive Director</u>	
	Section 2. <u>Other Officer</u>	

ARTICLE 14.	<b>Development, Funding and Implementation of Funding Programs.....</b>	11
	Section 1. <u>Program Coverage</u>	
	Section 2. <u>Minimum Participation</u>	
	Section 3. <u>Program and PACT Costs</u>	
	Section 4. <u>Development Charge</u>	
	Section 5. <u>Billing</u>	
	Section 6. <u>Deficiencies</u>	
	Section 7. <u>Annual Contributions</u>	
	Section 8. <u>Billing</u>	
	Section 9. <u>Program Implementation and Effective Date</u>	
	Section 10. <u>Membership</u>	
	Section 11. <u>Late Entries</u>	
ARTICLE 15.	<b>Accounts and Records.....</b>	13
	Section 1. <u>Annual Budget</u>	
	Section 2. <u>Funds and Accounts</u>	
	Section 3. <u>Report of the Fiscal Officer</u>	
	Section 4. <u>Annual Audit</u>	
ARTICLE 16.	<b>Responsibilities for PACT's Funds and Property.....</b>	13
	Section 1. <u>Custody and Disbursements</u>	
	Section 2. <u>Maintenance and Safekeeping</u>	
	Section 3. <u>Responsibility for Funds and Property</u>	
	Section 4. <u>Bonds</u>	
ARTICLE 17.	<b>Trust Accounts, Checks, Deposits &amp; Revenues.....</b>	14
	Section 1. <u>Establishment of a Trust Account</u>	
	Section 2. <u>Use of the Trust Account</u>	
	Section 3. <u>Expenditures from Trust</u>	
	Section 4. <u>Excess Funds</u>	
	Section 5. <u>Expenses of Administration</u>	
	Section 6. <u>Checks</u>	
	Section 7. <u>Deposits</u>	
	Section 8. <u>Other Funds</u>	
ARTICLE 18.	<b>Risk Management.....</b>	15
	Section 1. <u>Risk Management Services</u>	
	Section 2. <u>Treatment of Costs</u>	

ARTICLE 19.	<b>Responsibilities of Members</b> .....	16
ARTICLE 20.	<b>Administration of Claims and Litigation</b> .....	16
	Section 1. <u>PACT Responsibilities</u>	
	Section 2. <u>Information from Member</u>	
	Section 3. <u>Appointment of Claims Committee</u>	
	Section 4. <u>Litigation Cooperation</u>	
	Section 5. <u>Litigation Management</u>	
	Section 6. <u>Litigation Costs</u>	
	Section 7. <u>Litigation Participation</u>	
	Section 8. <u>Advice from Members</u>	
	Section 9. <u>Settlement Consent</u>	
	Section 10. <u>Claims Handling</u>	
	Section 11. <u>Claim Administration Company Responsibility</u>	
ARTICLE 21.	<b>Terms of Agreement</b> .....	18
ARTICLE 22.	<b>Withdrawal</b> .....	18
	Section 1. <u>Member Insolvency</u>	
	Section 2. <u>Notice of Withdrawal</u>	
	Section 3. <u>Effect of Withdrawal</u>	
	Section 4. <u>Payments Before Withdrawal</u>	
	Section 5. <u>Release Conditions</u>	
ARTICLE 23.	<b>Cancellation or Termination of Membership</b> .....	19
ARTICLE 24.	<b>Effect of Withdrawal or Cancellation from PACT</b> .....	20
	Section 1. <u>Unearned Contributions</u>	
	Section 2. <u>Entitlement to Return of Contributions</u>	
	Section 3. <u>Termination of PACT</u>	
ARTICLE 25	<b>Termination and Distribution of Assets</b> .....	20
	Section 1. <u>PACT Activities After Termination</u>	
	Section 2. <u>Asset Distribution</u>	
	Section 3. <u>Final Contributions</u>	
ARTICLE 26.	<b>Contractual Obligation and Member's Liability</b> .....	21
	Section 1. <u>Member's Additional Obligations</u>	
	Section 2. <u>Enforcement of this Agreement</u>	
	Section 3. <u>Consideration</u>	

	Section 4. <u>Duplicate Originals</u>	
	Section 5. <u>Limitation of Members' Relationships</u>	
	Section 6. <u>Members' Liability</u>	
	Section 7. <u>Responsibility for Assessments</u>	
ARTICLE 27.	<b>Assessments</b> .....	23
	Section 1. <u>Additional Contributions and Surcharges for Excess Losses</u>	
	Section 2. <u>Assessments When Liabilities Exceed Assets</u>	
	Section 3. <u>Assessments for Operational Costs Deficiencies</u>	
	Section 4. <u>Enforcement of Assessments</u>	
ARTICLE 28.	<b>Bylaws and Procedures Manual</b> .....	23
	Section 1. <u>Bylaws</u>	
	Section 2. <u>Procedures Manual</u>	
ARTICLE 29.	<b>Notices</b> .....	24
	Section 1. <u>Notices to Members</u>	
	Section 2. <u>Notices to PACT</u>	
ARTICLE 30.	<b>Amendments</b> .....	24
ARTICLE 31.	<b>Prohibition Against Assignment</b> .....	24
ARTICLE 32.	<b>Agreement Complete</b> .....	24
ARTICLE 33.	<b>Governing Law and Severability</b> .....	25
	Section 1. <u>Governing Law</u>	
	Section 2. <u>Severability</u>	
ARTICLE 34.	<b>Filing with Attorney General</b> .....	25



## PUBLIC AGENCY COMPENSATION TRUST

### INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, is made by and between the political subdivisions existing under the Constitution and laws of the State of Nevada and which are signatory to this agreement.

WHEREAS, Nevada Revised Statutes 277.080 to 277.180 permits political subdivisions to make the most efficient use of their powers by enabling them to cooperate with other political subdivisions on a basis of mutual advantage and thereby provide services which will be meet the needs of their citizens; and

WHEREAS, Nevada Revised Statutes 277.055 permits two or more political subdivisions of the State of Nevada to enter into a cooperative agreement for the purchase of insurance or the establishment of a self-insurance reserve or fund for coverage under a plan of workers compensation as defined in NRS 616 and 617 and employer's liability; or insurance for any combination of these kinds of insurance; and

Commented [WC1]: Should this be 277.045?

WHEREAS, the political subdivisions executing this agreement desire to join together for the purpose of providing workers compensation coverage and jointly funding programs of pooled self-insurance, insurance and excess insurance for workers compensation pursuant to NRS 616B.350 and related provisions;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to the provisions of Nevada Revised Statutes and all other applicable rules and regulations, the parties hereto agree as follows:

#### ARTICLE I

##### DEFINITIONS

Section 1. "Agreement" shall mean this agreement entitled "Public Agency Compensation Trust" and as amended in the future.

Section 2. "Board of Trustees" or "Board" shall mean the governing body of PACT.

Section 3. "Claim" shall mean a claim made against a Member arising out of a Loss which is covered by insurance or pooling program of PACT.

Section 4. "Excess or Reinsurance Program" shall mean a program of PACT under which Members or Participating Members are protected against designated Losses .

Section 5. "Executive Committee" shall mean the Executive Committee of the Board of Trustees as described in Article 12 of this Agreement.

Section 6. "Fiscal Year" shall mean that period of twelve months as established by the Board of Trustees as the fiscal year of PACT.

Section 7. "Loss" shall mean a liability or potential liability of a Member including litigation expenses, attorneys' fees and costs covered by an insurance or pooling program of PACT.

Section 8. "Maintenance Deductible" shall mean, as to any one Loss, that portion payable by the Member directly and not PACT or its excess insurers or reinsurers.

Section 9. "Member" shall mean any Public Agency which is a member of PACT and such districts to which the Board has granted voting status. Other district or agencies whether or not the governing body of the City or County is *ex officio* the governing body as described in and subject to Article 3 of this Agreement may be a party to this Agreement but shall not be considered a Member for the purpose of voting or participation as a voting member of the Board or of any Executive or other committee in which voting Member status is required except when granted voting status pursuant to the following criteria. Voting status as a Member may be granted for any Public Agency which meets the following criteria:

1. Pays assessments of at least \$20,000 annually
2. Maintains a payroll of least \$500,000 annually

Such criteria may be changed from time to time by vote of the Board of Trustees which change shall take effect subsequent to the meeting at which the Board approved the changes.

Section 10. "PACT" shall mean the Public Agency Compensation Trust created by this agreement.

Section 11. "Participating Member", as used in reference to an insurance or pooling program of PACT, shall mean a current Member of that program.

Section 12. "Policy Year" shall mean for each insurance or pooling program of PACT that period commencing upon the effective date of the program and each twelve month period thereafter.

Section 13. "Public Agency" shall mean any county, incorporated city and town, unincorporated town, school district, rural hospital as defined in NRS 449.0177 whether non-profit or public, and any special or other district or agency per NRS 277.100, organized and existing under the Constitution and laws of the State of Nevada.

Section 14. "Self-insured Retention" shall mean that portion of a Loss experienced by a Member which is retained as a liability or potential liability of PACT.

## ARTICLE 2

### PURPOSES OF PACT

The Members in entering into this Agreement, desire to establish:

- A. A mechanism whereby each Member may join with other Members to share their risks as an association of self-insured public agencies including group purchased insurance or reinsurance programs and jointly administer said programs in an effort to deliver to each of them a reasonable, cost effective workers compensation program

The Members hereby understand and agree that PACT is not an "insurer" and the PACT Coverage Form is not an "insurance policy" under Nevada law. As such, PACT and the Coverage Form are not governed by Nevada Revised Statute Insurance Title 57 or other laws typically governing insurance companies or the interpretation of insurance contracts, except as provided in NRS 616 and NRS 617.

- B. Procedures whereby additional qualifying political subdivisions of the State of Nevada may be added to this Agreement;
- C. A mechanism whereby additional and/or alternative insurance programs may be developed for the benefit of the Members; and
- D. Administrative services as necessary to implement this Agreement including, but not be limited to, risk management consulting, Loss prevention, Loss control, centralized Loss reporting, actuarial consulting, claims adjusting and legal services.

## ARTICLE 3

## PARTIES TO AGREEMENT

Section 1. Members. Each Member, as a party to this Agreement, certifies that:

- A. It intends to and does contract with all other Members as parties to this Agreement and with any other Public Agency as may later be added as parties to this Agreement;
- B. The removal of any party from this Agreement shall not affect this Agreement nor such Member's intent to contract as described in subsection A above with the other parties to the agreement then remaining.

Section 2. Other Districts or Agencies. A Member may contract on behalf of, and shall be deemed to include:

- A. Any district in which the city or county is *ex officio* the governing board, from the date that the Member provides PACT written notice of the name and inclusion of such district, upon approval of the Board;
- B. Any other local Public Agency at its request upon approval of the Board and from the date that such entity is accepted into PACT; and
- C. Such district or other local Public Agency shall be considered a separate party to this Agreement but shall not affect any Member's representation on the Board and shall be part of and represented by the Member for all purposes under this Agreement.

Section 3. Membership of Nevada Association of Counties and Nevada League of Cities. The Nevada Association of Counties and the Nevada League of Cities shall become a Member of PACT upon its execution of this Agreement, subject to all obligations and rights of all other Members, except that neither shall be counted for the purposes of determining a quorum or the number votes required for any purpose, and neither shall have an official representative nor be entitled to vote on any matter pursuant to this Agreement.

Section 4. Limitation on Right to Sue. In order to become and to maintain Fund member status, a member shall not sue or maintain any litigation or lawsuit for damages against the fund or its Board and specifically agrees to waive its right to maintain any litigation or lawsuit against the Fund or its Board. However, this Section does not prohibit any declaratory relief action seeking to interpret this Agreement or any Fund coverage agreement.

Commented [WC2]: Needs clarification

ARTICLE 4

NAME OF PACT

The name of PACT established by the Members hereunder shall be "PUBLIC AGENCY COMPENSATION TRUST."

ARTICLE 5

POWERS OF PACT

PACT shall have all of the powers common to any Public Agency and all additional powers set forth in the interlocal cooperation laws of the State of Nevada, and PACT is authorized to do all acts necessary for the exercise of said powers, including but not limited to, the following:

- A. To make and enter into contracts;
- B. To incur debts, liabilities, and obligations;
- C. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and governmental entities;
- D. To sue and be sued in its own name, but not by its Members;
- E. To settle any claim against PACT or its Members as hereinafter provided;
- F. To receive and use contributions and advances from Members, including contributions or advances of personnel, equipment, or property;
- G. To invest any money in its treasury that is not required for its immediate necessities, pursuant to Nevada Laws applicable to investments by a Public Agency; and
- H. To carry out all provisions of this Agreement.

ARTICLE 6

MEMBERSHIP

Section 1. Eligibility. Membership in PACT shall be open to any political subdivision of the State of Nevada that is deemed by the Board to qualify for membership.

Section 2. Conditions. The Board may impose such conditions on membership to protect the interests of PACT and to provide for the benefits of Members as are required by this Agreement, the Bylaws of PACT, and other applicable statutes or regulations.

## ARTICLE 7

### BOARD OF TRUSTEES

Section 1. Appointment and Term of Office. Commencing with the effective date of the Agreement and annually thereafter in January, each Member shall appoint from its governing board, a voting representative and an alternate voting representative to the Board to serve for a term of one year. Such representatives must be officers or employees of the Member and shall be eligible for reappointments for successive one year terms and shall serve until his or her successor is duly appointed.

Section 2. Voting. Each Member shall be entitled to one vote by its representative to the Board or by its alternate voting representative in the absence of the representative. There shall be no voting permitted by proxies or other substitutes . All motions and actions of the Board shall be adopted by a majority of the Board Members unless otherwise provided by the Bylaws of PACT.

Section 3. Compensation of the Board. Members of the Board shall not receive any salary for the services to the Board, but the Board by resolution may allow actual and necessary expenses for attendance at Regular or Special meetings of the Board.

Section 4. Meetings. The Board shall provide for the holding of Regular and Special meetings.

Section 5. Quorum. A simple majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present at any meeting, a majority of those Trustees as may be present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of a majority of the Board of Trustees at a meeting at which a quorum is present shall constitute an act of the Board.

Section 7. Legal Counsel. The Board shall be advised in legal matters with respect to PACT operations by its legal counsel.

## ARTICLE 8

## MEETING OF THE BOARD OF TRUSTEES

Section 1. Regular Meetings. The Board shall hold at least one regular meeting each year, scheduling the time, date and place thereof by resolution.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chair of the Board, or in his absence by the Vice Chair, or by any two members of the Board.

Section 3. Minutes. The Executive Director of PACT, described in Article 13 hereof, shall provide for the keeping of minutes of Regular and Special Meetings of the Board, and shall forward a copy of the minutes to each member of the Board.

Section 4. Open Meeting Law. All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the "Open Meeting Law", Nevada Revised Statutes, Chapter 241, and any other laws of the State of Nevada.

## ARTICLE 9

### POWERS OF THE BOARD OF TRUSTEES

The Board shall be the governing body of PACT to oversee, administer and determine its overall policies and shall have the following powers and authority:

- A. To manage the affairs of PACT and to do all things necessary or convenient for the furtherance of the purposes of PACT, including but not limited to: expending and receiving funds; entering into contract and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property, real and personal; employing personnel either as employees or by contract; and employing professional consultants such as attorneys, auditors, accountants, risk managers and actuaries;
- B. To form an Executive committee, as provided in Article 12 hereof, and delegate to that committee such powers as it determines, provided that all such delegated powers to the Executive Committee shall be exercised under the direction of the Board;
- C. To form committees as appropriate to act in an advisory capacity and conduct the business of PACT, and the membership of such committee may consist in whole or in part of non-Board Members;

- D. To elect the officers and appoint staff of PACT as may be necessary for the administration of PACT and as described in Articles 10 and 13 hereof;
- E. To prepare and adopt the annual operating budget of PACT;
- F. To develop and adopt each program of PACT, including all provisions for insurance and reinsurance, and administrative services as necessary to carry out such programs;
- G. To provide for necessary services to PACT and its Members to include, but not be limited to, risk management consulting, Loss prevention and control, centralized Loss reporting, actuarial consulting, claims adjusting, and legal services;
- H. To provide general supervision and policy direction to its Executive Director, either directly or through the Executive Committee, and adopt policies and procedures to carry out the purposes of PACT;
- I. To receive, review and act upon periodic reports and audits of the funds of PACT as required;
- J. To elect the Executive committee by vote of its members present at the annual meeting;
- K. To amend the Bylaws of PACT by a two-thirds vote of the members present at a meeting, but no amendments shall take effect sooner than thirty days after adoption thereof; and
- L. To remove a member of the Board or of the Executive Committee by a two-thirds vote of the members present at a meeting.

## ARTICLE 10

### OFFICERS

Section 1. Chair and Vice Chair. The Board shall elect from its members a Chair and Vice Chair of the Board, each to hold office for two years effective from the beginning of the fiscal year following each election.

Commented [WC3]: Change to Executive Committee? See Art. 12 comment

Section 2. Conducting Meetings. The Chair, or if absent, the Vice Chair, shall preside at and conduct all meetings of the Board and the Executive Committee.

Section 3. Powers and Duties of the Chair. The Chair, or together with such other officer or officers as the Board may designate by resolution, may execute



any contracts or other instruments as authorized by the Board and shall generally perform all duties incident to the Office of Chair as may be prescribed by the Board.

Section 4. Powers and Duties of the Vice Chair. The Vice Chair shall act as Chair in the latter's absence or inability or refusal to act.

Section 5. Fiscal Officer. The Chair will appoint a Fiscal Officer with duties as described in Articles 15, 16 and 17 hereof to hold office for two years effective from the beginning of the fiscal year contemporaneously with the Chair and Vice Chair.

Section 6. The Fiscal Officer shall chair the Audit Committee.

## ARTICLE 11

### LIABILITY OF BOARD OF TRUSTEES OR OFFICERS

Section 1. Standard of Care. The members of the Board and officers of PACT should use ordinary care and reasonable diligence in the exercise of their powers and duties hereunder.

Section 2. Limitation of Liability. The members of the Board shall not be liable for any mistake of judgment or other action made, taken or omitted by any of their agents, employees or independent contractors selected by them with reasonable care nor for loss incurred through investment of, or failure to invest, PACT funds, and no trustee shall be liable for any action taken or omitted by any other trustee.

Section 3. No Bonds. No trustee shall be required to give a bond or other security to guarantee the faithful performance of duties hereunder.

Section 4. Insurance. PACT shall defend and hold harmless any trustee acting within the scope of his authority for PACT. PACT may purchase insurance providing coverage for acts or omissions taken by the Board or performed by an officer or trustee within the scope of his or her authority for PACT.

## ARTICLE 12

### EXECUTIVE COMMITTEE OF THE BOARD OF TRUSTEES

Section 1. Members. PACT shall be administered by the Executive Committee of the Board of Trustees, composed of persons from among the Members of the Board of Trustees, two of which shall represent Member

counties or cities with a population of 35,000 or more, if there exist two such Members, two of which shall represent Member counties or cities with a population of under 35,000, one representative of school districts, one representative of hospitals, one representative of special districts and the Chair and Vice Chair of the Board of Trustees. The Executive Director shall be *ex officio*, non-voting members of the Executive Committee.

**Commented [WC4]:** What if Chair and/or Vice Chair already are elected to Executive Committee? Basic membership is 7 persons; with Chair/Vice Chair it could be up to 9 voting members. Should Art 10 Section 1 be changed to Executive Committee shall elect Chair and Vice Chair from its elected members per Art 12? Thus change Art. 12  
OR Make a new sentence that the Chair and Vice Chair shall be *ex officio* "voting" members?

Section 2. Business of the Executive Committee. The Executive Committee shall conduct the business of PACT between meetings of the Board, exercising such powers as are delegated by and under the direction of the Board. If, at a duly noticed Board meeting, a quorum of the Board is not present, the Executive Committee hereby is delegated the power to conduct the business of PACT on behalf of the Board pursuant to the Board meeting agenda.

Section 3. Meetings. Meetings of the Executive Committee shall be called at the request of the Chair, or in his absence, the Vice Chair, but any two members may request a meeting, and all such meetings shall be conducted in compliance with the provisions of the Nevada Open Meeting Laws.

Section 4. Quorum. A majority of the Executive Committee constitutes a quorum for the transaction of business at any meeting, but if less than a majority is present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice. *Ex officio* members shall not be counted in determining a quorum.

Section 5. Manner of Acting. The act of a majority of the members present at the meeting at which a quorum is present shall be the act of the Executive Committee, unless a greater number is required by law or by the Bylaws of PACT. An alternate representative shall not be allowed to act for a member of the Executive Committee.

Section 6. Election and Term of Office

The Executive Committee shall be elected by the Members for two-year terms, which shall be staggered as follows:

- a. Two of the four representatives of cities and counties shall be elected for a two year term effective with the fiscal year beginning 2003
- b. Two of the four representatives of cities and counties shall be elected for a two-year term effective with the fiscal year beginning 2004
- c. The representative of school districts shall be elected for a two year term effective with the fiscal year beginning 2004
- d. The representative of special districts shall be elected for a two year term effective with the fiscal year beginning 2003
- e. The representative of hospitals shall be elected for a two year term effective with the fiscal year beginning 2003

Succeeding elections to those noted in a-e shall be for two year terms effective with the fiscal year following the election.

## ARTICLE 13

### STAFF

Section 1. Executive Director. The Board must employ or contract for an Executive Director to administer the business and activities of PACT, be responsible for all minutes and records of PACT meetings, notices and records of PACT, and such other duties as are assigned by the Board and the Executive Committee, subject to the general supervision and policy direction of the Board of Directors and the Executive Committee.

Section 2. Other Staff. The Board shall provide for the appointment of such other staff as may be necessary for the administration of PACT.

## ARTICLE 14

### DEVELOPMENT, FUNDING AND IMPLEMENTATION OF FUNDING PROGRAMS

Section 1. Program Coverage. Pooling or insurance programs of PACT may provide coverage for:

A. Workers Compensation and Employer's Liability as defined in NRS 681A.020;

Section 2. Minimum Participation. The Board shall determine for each pooling program, described in Section 1 above, a minimum participation for program implementation, which shall be communicated to each Member and shall establish the amount of any Maintenance Deductible upon agreement with the excess insurers involved.

Section 3. Program and PACT Costs. General administrative expenses of PACT shall be allocated to the Members as a whole, whether or not every Member participates in all or part of any program of PACT. The Board shall determine the method of allocation to each Member and the amount of each Member's share.

Section 4. Development Charge. Development costs of a program shall be funded by a development charge, as determined by the Board of Trustees, to be paid by each Member joining in the development of the program and thereby reserving the option to participate in the program following its adoption by the Board. Development charges are those costs incurred by the Public Agency Compensation Trust in developing a program for subsequent review and adoption by the Board, including, but not limited to research, feasibility studies, information and liaison work among Public Agencies, preparation and review of documents, and actuarial and risk management consulting services, and may

also include a share of the Pool's general expense as allocated by the Board of Trustees.

Section 5. Billing. The development charge shall be billed to all Members upon authorization of program development by the Board and be payable within thirty (30) days of the billing date.

Section 6. Deficiencies. Upon the conclusion of program development, any deficiency in development funds shall be billed to all Members which have paid the development charge on a pro-rata or other equitable basis as determined by the Board, and any surplus in such funds shall be transferred into the loss reserve for the program, or, if the program is not implemented, PACT's general account.

Section 7. Annual Contributions. All costs of a program, excluding development charges, shall be funded by annual contributions charged to the Members participating in the program for each Policy Year and also by interest earned on the funds so accumulated. Such contributions shall be determined by the Board upon the basis of a cost allocation plan and rating formula developed by PACT with the assistance of a casualty actuary, risk management consultant or other qualified person. The contributions for each Participating Member shall include its share of expected program losses, program insurance and reinsurance costs, program administrative costs for the year, and its share of PACT's general expense allocated to the program by the Board.

Section 8. Billing. Annual contributions shall be billed by PACT at the beginning of each Policy Year and shall be payable within thirty (30) days of the billing date. At the end of each Policy Year, program costs shall be audited by PACT. Any deficiency or surplus in the contributions paid by the Participating Member, as shown by such audit, may be adjusted by a corresponding increase or decrease in the contribution charge to that Member for succeeding years, unless the Member withdraws or is canceled from the program, in which case the provisions of Articles 21, 22, 23, 24 and 25 hereof shall be applicable and controlling.

Section 9. Program Implementation and Effective Date. Following development of a program and its adoption by the Board, PACT shall give each Member written notice of the program which shall include:

- A. The terms of coverage of the program;
- B. The requirements for program implementation; and
- C. The estimated first year contribution by the Member for program participation.

Section 10. Membership. Each Member or Participating Member may elect to enter the program by giving written notice of such election, in a form prescribed by PACT, accompanied by payment of the initial assessment, to the Executive Director within thirty (30) days of the date of PACT's notice of the establishment of the program.

Section 11. Late Entries. A Member not electing to enter a program upon its implementation or within 120 days thereafter pursuant to Section 10 above, or which becomes a party to the Agreement following implementation of the program, may petition the Executive Committee for late entry into the program.

## ARTICLE 15

### ACCOUNTS AND RECORDS

Section 1. Annual Budget. PACT shall annually adopt an operating budget to include a separate budget for each program under development or adopted and implemented by PACT.

Section 2. Funds and Accounts. The Fiscal Officer shall oversee such funds and accounts as may be required by good accounting practices and by the Board for each program and the books and records of PACT shall be open to inspection at all reasonable times by authorized representatives of Members.

Section 3. Report of the Fiscal Officer. The Fiscal Officer shall file the annual audit of PACT with the regulatory authority as required by statute.

Section 4. Annual Audit. The Board of Trustees shall engage a certified public accountant to make an annual Fiscal Year audit of all accounts and records of PACT, and a report of the audit shall be filed as a public record by PACT and each Member within one hundred eighty (180) days of the end of the Fiscal Year under examination.

## ARTICLE 16

### RESPONSIBILITIES FOR PACT'S FUNDS AND PROPERTY

Section 1. Custody and Disbursements. The Fiscal Officer shall oversee the custody of and disburse PACT's funds, but may delegate that disbursing authority as may be authorized by the Board, subject to the requirements of Section 2 below.

Section 2. Maintenance and Safekeeping. The Fiscal Officer shall assure the following activities are carried out appropriately by the Executive Director who shall:

- A. Receive and acknowledge receipt for all funds of PACT and deposit them in PACT's treasury for the credit of PACT;
- B. Be responsible for the safekeeping and disbursement of all PACT funds;
- C. Pay any sums due from PACT as approved by the Board or by anybody or person to whom the Board has delegated approval authority;
- D. Verify and report in writing to the Executive Committee or the Board, as of the first day of each quarter of the Fiscal Year, the amount of money then held for PACT, the amount of receipts since the last such report, and the amount paid out since that report; and
- E. Invest monies in accordance with applicable laws and regulations governing investments by Public Agencies.

Section 3. Responsibility for Funds and Property. The Executive Director, Fiscal Officer, and such other persons as the Board may designate, shall have charge of, administer, and have access to the funds and property of PACT.

Section 4. Bonds. PACT may provide for fidelity bond or performance bonds in an amount and form specified by the Board or required by law for all of its officers and staff authorized by PACT to hold or disburse funds or have charge or access to property of PACT.

## ARTICLE 17

### TRUST ACCOUNT, CHECKS, DEPOSITS AND REVENUES

Section 1. Establishment of a Trust Account. A Trust Account shall be established, referred to hereafter at the "Trust Account", in which all Member contributions, policy dividends or premiums received by PACT, investments made by PACT and income thereon, and any other money or property which shall come into the possession or control of PACT shall be placed.

Section 2. Use of the Trust Account. The Board may use the Trust Account to pay all expenses of PACT, including, but not limited to, payment of premiums for insurance policies, compensation to employees and staff, legal counsel, auditors, consultants, contracted services and other persons as authorized by the Board.

Section 3. Expenditure from Trust. Expenditures from the Trust Account may be made for payment of Losses, litigation costs, investigation, insurance

premiums and deductible amounts, costs of Loss control activities, and any other costs determined by the Board.

Section 4. Excess Funds. Any excess funds in the Trust Account may be used, as determined by the Board, to enhance programs and services, to reduce Member contributions, or to increase the cash surplus of PACT as determined by policies established by the Board.

Section 5. Expenses of Administration. Annually, the Executive Committee or the Board shall approve administrative expenses incurred for administration of the Trust Account and legal services related thereto and shall approve its budget.

Section 6. Checks. All checks, drafts or orders for payment of money, notes or any other evidence of indebtedness issued in the name of PACT shall be signed by the Executive Director, or by such other person and in the manner as the Board may designate, with two signatures required, and in such as shall be prescribed.

Section 7. Deposits. All funds of the Board shall be deposited to the credit of PACT in such banks, trust companies or other depositories as the Board may determine.

Section 8. Other Funds. PACT funds in possession or control of the Board shall be received, disbursed, controlled and accounted for under the supervision of the Fiscal Officer.

## ARTICLE 18

### RISK MANAGEMENT

Section 1. Risk Management Services The Executive Director or other individual or organization shall provide risk management and insurance consulting service to include Loss prevention, review of Loss data, promotion and evaluation of Loss prevention programs, and reports to Members. The responsibilities include:

- A. Liaison with the Member's staff assigned the risk management and safety responsibility;
- B. Assistance to Members in development and implementation of risk management policies;
- C. Identification and evaluation of risk and Loss potentials, aided by a claims service company and legal counsel;

- D. Recommendations as to affirmative steps in order to avoid or reduce risks and Losses;
- E. Development of a system of claims reporting and on the scene investigation by Member's personnel; and
- F. Development and production of risk prevention educational programs for Member's personnel.

Section 2. Treatment of Costs. Costs of the risk management services shall be a general administrative expense of PACT.

#### ARTICLE 19

##### RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities:

- A. To appoint an officer or employee to be responsible for the risk management function within the Member's organization to serve as a liaison between the Member and PACT for all matters relating to risk management and insurance;
- B. To maintain an active safety program and act upon recommendations of PACT to reduce or eliminate unsafe practices;
- C. To pay development charges, annual contributions, insurance premiums, and contributions surcharges to PACT within thirty (30) days of the billing date thereof;
- D. To pay to PACT any additional insurance premiums or contributions due as determined and assessed by the Board within thirty (30) days after the Member's act of withdrawal, cancellation, or termination from PACT;
- E. To provide PACT at its request such other information or assistance as may be reasonably necessary for PACT to develop and implement programs under this Agreement;
- F. To cooperate with and assist PACT, and any insurer of PACT, in all matters relating to this Agreement;
- G. To comply with all Bylaws of PACT and other rules adopted by the Board; and



- H. To have such other responsibilities as provided in this Agreement or established by the Board under this Agreement.

## ARTICLE 20

### ADMINISTRATION OF CLAIMS AND LITIGATION

Section 1. PACT Responsibilities. PACT shall be responsible for the investigation, defense and settlement of claims made and suits or proceedings instituted against a Member arising out of a covered Loss.

Section 2. Information From Member. A Member shall furnish to PACT with respect to any claim for Loss or potential Loss:

- A. Prompt written notice of any claim made or suit brought against the Member;
- B. Any other information requested by PACT in order to settle or defend a claim or Loss;
- C. Cooperation in all matters in which PACT is acting on behalf of the Members or any other dispute against PACT or against a Member.

Section 3. Appointment of Claims Committee. The Chair of the Board shall appoint a five member committee as necessary, to be entitled the "Claims Committee", to oversee the claims services. The Executive Director, Risk Manager, Claims Administration Company, and PACT's Broker/Administrator shall be non-voting, ex-officio members of the Claims Committee.

Section 4. Litigation Cooperation. Members shall be kept advised of the progress of litigation. All claims or cases shall be referred immediately to PACT's Claims Administrator by the Member upon which notice is given by a claimant or a complaint served. The Claims Administrator shall review the claim or case, investigate the facts where appropriate, and assign defense counsel from PACT's approved panel of defense counsel. The assigned counsel shall cooperate with the Member's legal counsel in the defense or settlement of litigation.

Section 5. Litigation Management. Management of litigation shall include evaluation of claims, assignment of qualified attorneys to represent the Member, monitoring of the litigation, providing periodic status and evaluation reports to the Executive Director, aid in promoting and evaluating risk management, and recommending reserves for claims in litigation.

Section 6. Litigation Costs. Litigation Management and fees from general counsel shall be treated as a general expense of PACT and fees of defense counsel shall be treated as a claims expense.

Section 7. Litigation Participation. A Member, exercising its own discretion and at its expense, shall have the right to participate with PACT in the settlement, defense, or appeal of such claim, suit or proceeding where, in the judgment of PACT, may involve liability of PACT.

Section 8. Advice From Members. Members will be given the reasonable opportunity in litigated cases or claims to advise PACT of the Member's preference with regard to settlement of the case or claim.

Section 9. Settlement Consent. A Member shall not enter into any settlement involving liability of PACT without the prior consent of PACT.

Section 10. Claims Handling. PACT shall select a duly licensed claims administration company on the basis of its ability to handle claims in a professional, efficient and economical manner, to be responsible for processing and settling claims filed against PACT.

Section 11. Claim Administration Company Responsibilities. PACT shall engage a Claims Administration Company which shall carry out the duties set forth in NRS 616.301 and:

- A. Investigate all claims against PACT or its Members for which PACT provides indemnification as directed by the Claims Committee;
- B. Make settlements in accordance with the authority delegated in the Claim's Administrator's contract;
- C. In addition to actually paying covered claims, provide periodic claim reports detailing each Member's losses, recommend proper and adequate reserves for outstanding and anticipated claims, file required reports to the State of Nevada, and provide any other related services as approved by the Board; and
- D. Consult with PACT's general counsel with respect to legal issues as necessary with approval of Executive Director.

## ARTICLE 21

### TERMS OF AGREEMENT

This Agreement shall be effective upon execution by the signatory parties and shall remain in effect until:

- A. Terminated upon election of three-fourths of the Members; or
- B. Suspended or superseded by a subsequent agreement between the Members.

## ARTICLE 22

### WITHDRAWAL

Section 1. Member Insolvency. A Member may not withdraw as a Member for a period of two (2) years after its initial entry, except in case of insolvency or change in its legal status as a Public Agency.

Section 2. Notice of Withdrawal. After two years following its initial entry, a Member may withdraw from PACT upon giving one hundred and twenty (120) days in advance of the program renewal date written notice to the Board.

Section 3. Effect of Withdrawal. The withdrawal of a Member shall not affect the continuance of PACT by the remaining Members.

Section 4. Payments Before Withdrawal. In order to withdraw, the Member shall pay any outstanding amounts due and owing to PACT.

Section 5. Release Conditions. Withdrawal does not release the withdrawing Member from liability for further payments or assessments as provided elsewhere in this Agreement.

## ARTICLE 23

### CANCELLATION OR TERMINATION OF MEMBERSHIP

The Board of Trustees may:

- A. Cancel the membership of any Member in PACT on a vote of two-thirds of the Board Members present at a meeting called for that purpose, and such Board action shall result in the cancellation of that Member's participation in all programs of PACT as of the date of the Board cancellation;
- B. Cancel any Member's participation in a program of PACT without canceling its membership in PACT or participation in other programs on a vote of two-thirds of the Board Members present at a meeting called for that purpose;
- C. Cause PACT to give one hundred and twenty (120) days advance written notice to the Member of the effective date of any cancellation under the foregoing provisions, and upon such effective date, the Member shall be considered as having voluntarily withdrawn from PACT, or from the program of PACT, as the case may be.
- D. Cancel the membership of any Member that has not paid any assessments when due upon thirty (30) days notice to the Member. Such notice for non-payment may be issued by the Executive Director without a vote of the Board of Trustees; however, the Executive Committee will be informed of the situation. The Executive Director may reinstate membership upon receipt of payment of the assessments prior to the effective date of the notice of cancellation. If payment is not received prior to the effective date of the notice of cancellation, the Member may apply for reinstatement through the Executive Director, which may be granted only by the Executive Committee."

## ARTICLE 24

### EFFECT OF WITHDRAWAL OR CANCELLATION FROM PACT

Section 1. Unearned Contributions. If a Member's participation in a program of PACT is canceled under Article 23 hereof, with or without cancellation of membership in PACT, and such cancellation is effective before the end of the Policy Year for that program, PACT shall promptly determine and return to the Member the amount of any unearned contributions payment for the Policy year.

Section 2. Entitlement to Return of Contributions. Except as provided in Section 1 above, a Member, which withdraws or has its membership canceled in PACT, or from any program of PACT, shall not be entitled to the return of any

contributions or other payments to PACT, or of any property contributed to PACT.

Section 3. Termination of PACT. In the event of termination of this Agreement and concomitantly PACT, a Member having withdrawn or have had its membership canceled prior thereto may share in the distribution of assets of PACT as determined by the Board. ARTICLE 25

#### TERMINATION AND DISTRIBUTION OF ASSETS

Section 1. PACT Activities After Termination. If this Agreement is terminated at any time, PACT shall continue to exist after such termination for the limited purpose of disposing of all outstanding claims, distributing its assets, and performing all other functions necessary to conclude its affairs and business.

Section 2. Asset Distribution. All assets of PACT utilized in each program shall be distributed among those Members which participated in that program in accordance with a distribution plan developed by the Board. The Board shall determine such distribution within six months after final distribution of all claims pending at the termination of this Agreement and PACT.

Section 3. Final Contributions. Any Member, which was a participant in a program of PACT shall be responsible for any additional amount of contributions as determined by the Board in accordance with a Loss allocation formula as necessary for final disposition of all claims arising from losses under that program during the Member's period of participation.

#### ARTICLE 26

#### CONTRACTUAL OBLIGATION AND MEMBER'S LIABILITY

Section 1. Member's Additional Obligations. In addition to the obligations and responsibilities of the Members expressly set forth in the Agreement, the Members agree to take no action or engage in any conduct inconsistent with this Agreement and the Bylaws of PACT.

Section 2. Enforcement of this Agreement. Except as limited by the provisions in Article 3, Section 4, the terms of this Agreement may be enforced in a court of law by the Board.

Section 3. Consideration. 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 agreements of the Members set forth herein.

Section 4. Duplicate Originals. This Agreement and the Bylaws of PACT may be executed in duplicate originals, and their execution and approval by the Members shall be evidenced by a certified copy of a resolution by the Board of Trustees, provided, however, that except to the extent of the financial contributions to PACT agreed to herein, or such additional obligations as may come about through amendments to this Agreement, or the Bylaws of PACT, no Member shall be responsible for any claims in tort or contract asserted against any other Member.

Section 5. Limitation of Members' Relationships. In the creation of PACT, the Members intend only to establish an organization for joint insurance and self-insurance programs in accordance with the terms and within the scope of this Agreement and have not intended to create as between Members any other relationships of surety, indemnification or responsibility for the debts or claims of any other Member.

Section 6. Members' Liability. The liability of each Member for the obligations of PACT shall be joint and several in accordance with the requirements as set forth in Chapters 616 and 617 of the Nevada Revised Statutes and regulations pertaining thereto.

Section 7. Responsibility for Assessments. Members who have withdrawn or have been terminated shall remain subject to the payments of any assessments for the year (s) during which such Member was a participant in the program of PACT.

## ARTICLE 27

### ASSESSMENTS

Section 1. Additional Contribution and Surcharges for Excessive Losses. If PACT experiences such a number of Losses or costs under a program during a Policy Year, so that notwithstanding insurance and reinsurance coverage for individual Losses, the joint pooled funds for the program may be exhausted, the Executive Committee may, upon consultation with a casualty actuary, impose contributions and/or surcharges on all Participating Members, which, in total amount, will assure adequate resources to PACT for the payment of all such Losses, but not to exceed two times the most recent annual contribution without approval of two-thirds of the Board of Trustees.

Section 2. Assessments When Liabilities Exceed Assets. The amount of any liability in excess of assets shall be assessed to the Members that are or were members of PACT within thirty (30) days after a deficiency is identified and shall be payable thereafter by the Members within ninety (90) days.

Section 3. Assessments for Operational Costs Deficiencies. The Board at its discretion may assess the Members for costs incurred in the operation and maintenance of PACT and for its purposes in the form, manner and amount prescribed by the Board for the Policy Year out of which the deficiency arose.

Section 4. Enforcement of Assessments. PACT is empowered to enforce the assessments hereunder and as provided elsewhere in this Agreement by appropriate legal proceedings.

#### ARTICLE 28

##### BYLAWS AND PROCEDURES MANUAL

Section 1. Bylaws. The Board shall adopt Bylaws to provide for the operation and administration of PACT.

Section 2. Procedures Manual. The Board shall cause the preparation of a Procedures Manual to govern the day-to-day operations of PACT.

#### ARTICLE 29

##### NOTICES

Section 1. Notices to Members. PACT shall address all notices, billings and other communications to a Member under this Agreement as directed by the Member of PACT.

Section 2. Notices to PACT. Members shall address notices and other communications to PACT to the Executive Director, Public Agency Compensation Trust, 201 S. Roop Street, Suite 102 , Carson City, Nevada, 89701.

#### ARTICLE 30

##### AMENDMENT

This Agreement may be amended at any time by a vote of two-thirds of the Members.

Commented [WC5]: "...present at a meeting."

#### ARTICLE 31

##### PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, contribution, premium or asset of PACT.

#### ARTICLE 32

##### AGREEMENT COMPLETE

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

#### ARTICLE 33

##### GOVERNING LAW AND SEVERABILITY

Section 1. Governing Law. The construction, validity, and affect of this Agreement shall be governed by the laws of the State of Nevada.

Section 2. Severability. Should any covenant, condition, term or provision in this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable, all of the remaining covenants, conditions, terms and provisions herein shall remain in full force and effect.

#### ARTICLE 34

##### FILING WITH ATTORNEY GENERAL

The Executive Director of PACT shall file a notice of this Agreement with the office of the Attorney General within thirty (30) days of its effective date as required by Nevada Revised Statutes.

Commented [WC6]: Remove as no longer required in statute nor are amendments required to be submitted? AG wanted to change law so that it was optional for local governments to submit and then they had to pay AG costs.



**PUBLIC AGENCY COMPENSATION TRUST**

**BYLAWS**

Adopted: April 1, 1996  
Revised: May 2, 1997  
Revised: May 1, 2000  
Revised: May 2, 2003  
Revised: April 28, 2005  
Revised: May 2, 2007  
Revised: May 1, 2009  
Revised: April 26, 2013  
Revised: May 1, 2015  
Revised: April 29, 2016

**TABLE OF CONTENTS**  
**BYLAWS OF PUBLIC AGENCY COMPENSATION TRUST**

ARTICLE I: PACT PHILOSOPHY AND STRUCTURE

		Page
Section 1.01	Philosophy.....	1
Section 1.02	General Structure.....	1
Section 1.03	Duties and Responsibilities.....	1
Section 1.04	Duties and Responsibilities of Member.....	1
Section 1.05	New Members.....	2

ARTICLE II: OFFICES

Section 2.01	Principal Office.....	3
Section 2.02	Other Offices.....	3

ARTICLE III: MEMBERS MEETINGS

Section 3.01	Place of Meetings.....	3
Section 3.02	Annual Meetings.....	3
Section 3.03	Special Meetings.....	3
Section 3.04	Notice of Annual or Special Meetings.....	3
Section 3.05	Conduct of Member Meetings.....	4
Section 3.06	Annual Meeting Business.....	4

ARTICLE IV: TRUSTEES

Section 4.01	Powers.....	4
Section 4.02	Alternate Voting Representative.....	5
Section 4.03	Rights of Inspection.....	5
Section 4.04	Vacancies.....	5
Section 4.05	Removal of Trustees.....	6
Section 4.06	Fees and Compensation.....	6
Section 4.07	Representatives must be an Official or an Employee of Member....	6

ARTICLE V: COMMITTEES

Section 5.01	Executive Committee.....	6
Section 5.02	Standing or Special Committees.....	6
Section 5.03	Limitations Upon Committees of the Board.....	7

ARTICLE VI: OFFICERS

		Page
Section 6.01	Officers.....	7
Section 6.02	Election.....	8
Section 6.03	Subordinate Officers.....	8
Section 6.04	Removal and Resignation.....	8
Section 6.05	Vacancies.....	8
Section 6.06	Chair of the Board.....	8

Section 6.07	Executive Director.....	8
Section 6.08	Fiscal Officer.....	9

ARTICLE VIII: MISCELLANEOUS

Section 7.01	Inspection of Agreement and Bylaws.....	9
Section 7.02	Endorsement of Documents: Contracts.....	9
Section 7.03	Construction and Definitions.....	9
Section 7.04	Maintenance of Corporate Records.....	9
Section 7.05	Annual Report.....	10
Section 7.06	Fiscal Year.....	10

ARTICLE IX: AMENDMENTS

Section 8.01	Bylaws.....	10
Section 8.02	Interlocal Cooperation Agreement.....	10
Section 8.03	Adoption.....	11

**BYLAWS OF THE  
PUBLIC AGENCY COMPENSATION TRUST**

ARTICLE I: PACT PHILOSOPHY AND STRUCTURE

SECTION 1.01. PHILOSOPHY.

The philosophy of PACT is to maintain long term stability in the costs and coverages provided by PACT to its Members through risk management.

SECTION 1.02. GENERAL STRUCTURE.

PACT is governed by its Board of Trustees consisting of representatives of each Member as defined in the Interlocal Cooperation Agreement

SECTION 1.03. DUTIES AND RESPONSIBILITIES.

The responsibilities of PACT to Members shall be:

- (a) To provide a source of workers compensation coverage;
- (b) To provide such risk management services and materials for education purposes as the Members determine are necessary and affordable;
- (c) To provide guidance in organization and operation of a risk management program by each Member;
- (d) To provide risk management advice when needed or necessary;
- (e) To conduct the business of PACT so as to continue to operate as PACT;  
and
- (f) To collect and disburse funds for the sound financial organization and operation of PACT.

SECTION 1.04. DUTIES AND RESPONSIBILITIES OF A MEMBER.

The duties and responsibilities of a Member shall be:

- (a) To comply with the Interlocal Cooperation Agreement, Bylaws, policies, procedures and objectives of PACT;
- (b) To maintain good community relations with the primary objective being reduction of risks;
- (c) To make timely submissions to PACT and its insurers of contributions to PACT's Loss Fund, administrative fees, and insurance premiums;

- (d) To publish for the Member and the files of PACT, guidelines for the operation of the Member's Risk Management Program;
- (e) To appoint a PACT Liaison and to support the purposes of that function in accordance with Article 19 of the Interlocal Cooperation Agreement;
- (f) To comply with the requirements of PACT and to submit claims to the claims servicing organization promptly;
- (g) Maintenance Deductibles -- ~~Each If a~~ Member's ~~requests a maintenance~~ deductible ~~that~~ is chargeable to the Member at the time of payment made on a claim by PACT. ~~The maintenance~~ deductible applies once to each loss. ~~Each~~ member shall reimburse PACT promptly and not later than 30 days after billing. Should the Member dispute the applicability of the maintenance deductible, the Member shall pay the amount due with an accompanying request for review by the Executive Committee, whose decision shall be final; and
- (h) Each Member shall establish a fund or account for the purposes stated in the following description entitled "Self-Insurance Fund" which shall be administered by PACT Liaison or such other person as designated by the Member.

Commented [WC1]: Remove from Bylaws and make this a board policy/procedure only?

#### SELF-INSURANCE FUND

1. This fund has been established to: pay for losses not covered by PACT or which are within PACT Member's ~~maintenance~~ deductible including:
  - a. workers compensation claims,
  - b. other claims or uses deemed appropriate by the governing board.
2. This fund will maintain reserves for catastrophic or uninsured claims.
3. The administrator of the fund is PACT Liaison.
4. Claims that are deemed appropriate according to the risk management policies of the governing board will be paid from the Self-Insurance Fund.
5. Any questions regarding the Self-Insurance Fund (claims to be paid, etc.) should be directed to PACT Liaison.

#### SECTION 1.05. NEW MEMBERS.

The Executive Committee shall have sole power to accept new Members when a prospective Member demonstrates:

- (a) A desire to join PACT;

- (b) Willingness to abide by the Interlocal Cooperation Agreement, Bylaws, policies, procedures and objectives of PACT;
- (c) That its risks and loss history are acceptable to the Executive Committee; and
- (d) That it agrees to maintain an effective risk management program.

#### ARTICLE II: OFFICES

##### SECTION 2.01. PRINCIPAL OFFICE.

PACT's principal office shall be fixed and located in such place as the Board shall determine. The Board is granted full power and authority to change said principal office from one location to another.

##### SECTION 2.02. OTHER OFFICES.

Branch or subordinate offices may be established at any time by the Board at any place or places.

#### ARTICLE III: MEMBERS MEETINGS

##### SECTION 3.01. PLACE OF MEETINGS.

Meetings of the entire Membership shall be held at any place designated by the Board.

##### SECTION 3.02. ANNUAL MEETINGS.

The annual meeting of all Members of PACT shall be held prior to the end of each fiscal year. The Executive Committee shall be elected at the annual meeting and any other proper business may be transacted at the annual meeting.

##### SECTION 3.03. SPECIAL MEETINGS.

Special meetings of the Membership shall be held as may be determined necessary by the Executive Committee or the Board.

##### SECTION 3.04. NOTICE OF ANNUAL OR SPECIAL MEETINGS.

Written notice of each annual or special meeting of Members shall be given in accordance with the Nevada Open Meeting Law NRS Chapter 241. Such notice shall state the place, date and hour of the meeting, and

- (a) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or
- (b) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action.

#### SECTION 3.05. CONDUCT OF MEMBER MEETINGS.

The Chair of the Board may preside as Chair at all meetings of the Members. The Chair shall conduct each such meeting in a business like and fair manner, but shall not be obligated to follow any technical, formal or parliamentary rules or principles of procedure. The Chair shall have all of the powers usually vested in the Chair of a meeting of Members.

#### SECTION 3.06. ANNUAL MEETING BUSINESS

The Annual Meeting agenda must include the following topics required by the Nevada Administrative Code:

- (a) Review by the Board of Trustees at least annually of the financial condition of each member and prompt notification to the members of any member determined to be operating in a hazardous financial condition;
- (b) Review by the members at least annually of the loss experience of each member of the association; and
- (c) Review for the removal of members with an excessive loss experience or members determined by the Board of Trustees to be operating in a hazardous financial condition.

#### ARTICLE IV: TRUSTEES

#### SECTION 4.01. POWERS.

Subject to any limitations contained in PACT's Interlocal Cooperative Agreement ("Agreement"), these Bylaws or the Law relating to action required to be approved by the Members or by a majority of all the Members, the activities and affairs of PACT shall be conducted and all powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of PACT to any person or persons, management company, or committee however composed, provided that the activities and affairs of PACT shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

- (a) To select and remove all officers, agents, service providers and employees of PACT, prescribe powers and duties for them as may not be inconsistent with law, the Agreement or these Bylaws, fix their compensation and require from them such security, if any, for faithful service as the Board may deem appropriate;
- (b) To conduct, manage and control the affairs and activities of PACT, and to make such rules and regulations therefor not inconsistent with Law, the Agreement or these Bylaws, as they may deem appropriate;
- (c) To authorize memberships in PACT from time to time, upon such terms and for such consideration as may be lawful; and

- (d) To borrow money and incur indebtedness for the purposes of PACT, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefore.

#### SECTION 4.02. ALTERNATE VOTING REPRESENTATIVE.

The Alternate Voting Representative to the Board of Trustees shall have the full powers of the Representative when attending Board meetings in place of the Representative.

#### SECTION 4.03. RIGHTS OF INSPECTION.

Every trustee shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of PACT.

#### SECTION 4.04. VACANCIES.

- (a) Subject to the provisions of the Agreement, any trustee may resign effective upon giving written notice to the Chair of the Board, the Executive Director, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.
- (b) Vacancies on the Board may be filled by the Member at its next regular meeting..
- (c) A vacancy in the Board shall be deemed to exist in case of withdrawal of the Member from PACT, the death, resignation or removal of any Trustee, or if the authorized number of Trustees be increased, or if a Member fails, at any regular or special meeting of the Member at which any Trustee is elected, to elect its authorized Trustee.
- (d) The Board may declare vacant the office of a Trustee who has been declared of unsound mind by a final order of court, convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under the laws of the State of Nevada or the Agreement. In addition, the Board may remove, and declare vacant, the office of a Trustee who fails to attend any Board meetings within any one fiscal year.
- (e) Vacancies on the Executive Committee that occur between meetings of the Board may be filled by the Chair to serve until the next Annual Meeting of the Board as described in Article III, Section 3.02 of these Bylaws.
- (f) Upon withdrawal of a Member from PACT, its board positions shall be eliminated upon the effective date of withdrawal.

Commented [WC2]: or the remaining Executive Committee Members may appoint a replacement...

#### SECTION 4.05. REMOVAL OF TRUSTEES.

Except as otherwise provided by the Law, any or all Trustees may be removed with or without cause, if approved by the Members.



SECTION 4.06. FEES AND COMPENSATION.

Trustees shall not receive any compensation for their services as Trustees or as Members of committees or commissions, but, by resolution of the Board, reimbursement or advancement may be made for any expenses incurred or paid by them for the benefit of PACT.

PACT shall not make any loan of money or property to, or guarantee the obligation of, any Trustee or officer, unless approved by the Nevada Insurance Commissioner.

SECTION 4.07. REPRESENTATIVES MUST BE AN OFFICER OR ANY EMPLOYEE OF MEMBER.

The representative or alternate representative of each Member must be an officer or employee of the Member. No other person or organization shall be permitted to serve on the Board of Trustees.

ARTICLE V: COMMITTEES

SECTION 5.01. EXECUTIVE COMMITTEE:

- (a) Appointments to the Executive Committee shall be by a majority vote of the trustees then in office. A majority of all the Members of the Executive Committee may determine its rules of procedure unless the Board shall otherwise provide. The Board shall have the power to change the Members of the Executive Committee at any time, either with or without cause, and to fill vacancies; provided, however, that all appointments to the Executive Committee shall be by a majority vote of the trustees then in office.
- (b) The Board may, at any regular or special meeting, overrule any action or actions of the Executive Committee by a majority vote of all Members of the Board, provided that any such action will not affect the contractual rights of parties outside the Organization.

SECTION 5.02. STANDING OR SPECIAL COMMITTEES.

- (a) In the event that the Board determines that the management of PACT would be benefited by the establishment of one or more standing or special committees, in addition to the Executive Committee, the Board may from time to time establish one or more such committees.
- (b) The term "standing committee" or "special committee" shall mean any committee appointed by the Board which is authorized by specific delegation, without further Board action, to make and implement decisions on behalf of the Board, or to implement, with some degree of discretion, decisions of the Board pursuant to guidelines established by the Board.
- (c) The establishment of a standing or special committee shall be effected by a resolution of the Board approved by the vote of the majority of the trustees then in office, which specifically sets forth the powers and duties delegated to such committee and specifically identifies the committee as a "standing" or "special committee." Each such committee shall consist of two or more trustees and shall be presided over by a trustee

selected by the Board.

- (d) Notice of, and procedures for, meetings of standing or special committees shall be as prescribed by the Chair of each such standing or special committee, and meetings of standing or special committees may be called by the Board or the Chair of the standing or special committee.

#### SECTION 5.03. LIMITATIONS UPON COMMITTEES OF THE BOARD.

No committee of the Board shall have any of the authority of the Board with respect to:

- (a) The approval of any action for which the Law or Agreement also requires approval of the Members or approval of a majority of all Members;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board, except as provided in Section 4.04 VACANCIES (e);  
;
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (d) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable; and
- (e) The appointment of other committees of the Board or the Members thereof if such committee will have the authority of the Board.

### ARTICLE VI: OFFICERS

#### SECTION 6.01. OFFICERS.

The officers of PACT shall be the Chair and the Vice Chair of the Board.

#### SECTION 6.02. ELECTION.

Members shall elect one Trustee, by a majority of the votes cast, to serve a two year term as Chair and one Trustee to serve a two year term as Vice Chair.

#### SECTION 6.03. SUBORDINATE OFFICERS.

The board may elect, and may empower the Chair to appoint, such other officers as the business of PACT may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

#### SECTION 6.04. REMOVAL AND RESIGNATION.

The Chair or any other officer may be removed at any time, either with or without cause, by the

vote of two-thirds of the entire Board or, in the case of an officer who is chosen under Section 6.03, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to PACT, but without prejudice to the rights, if any, of PACT under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified herein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### SECTION 6.05. VACANCIES.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

#### SECTION 6.06. CHAIR OF THE BOARD.

The Chair of the Board shall assume the duties and responsibilities normally associated with the position or those duties assigned by the Board.

#### SECTION 6.07. EXECUTIVE DIRECTOR.

The Executive Director shall be the chief administrative officer of PACT and, subject to the control of the Board, shall:

- (a) Supervise, direct, and control the business and affairs of PACT;
- (b) Provide adequate staff to administer PACT;
- (c) Supervise, direct, and control the collection, deposit, investment, and disbursement of all funds of PACT in accordance with the specific or general instructions of the Executive Committee or the Board;
- (d) Be a nonvoting ex-officio member of the Board, Executive Committee, and all standing committees and, whenever practical, serve as the staff advisor and recording secretary thereof;
- (e) Have the general powers and duties of management usually vested in the office of an Executive Director or general manager of a quasi-governmental organization; and
- (f) Have such other powers and duties as may be prescribed by the Board or these Bylaws.

#### SECTION 6.08. FISCAL OFFICER.

The Chair shall designate a member of the Board to serve as the Fiscal Officer of PACT.

ARTICLE VIII: MISCELLANEOUS

SECTION 7.01. INSPECTION OF AGREEMENT AND BYLAWS.

PACT shall keep in its principal office in the State of Nevada the original or a copy of its Agreement and of these Bylaws as amended to date, which shall be open to inspection by the Members at all reasonable times during office hours. PACT shall upon the written request of any Member furnish a copy of the Agreement or Bylaws as amended to date.

SECTION 7.02. ENDORSEMENT OF DOCUMENTS: CONTRACTS.

Subject to the provisions of applicable law, no note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between PACT and any other person shall be valid and binding on PACT unless the signing officers had the authority to execute the same. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind PACT by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

SECTION 7.03. CONSTRUCTION AND DEFINITIONS.

Unless the context otherwise requires, the general provision, rules of construction and definitions contained in the provisions of Nevada Law shall govern the construction of these Bylaws.

SECTION 7.04. MAINTENANCE OF CORPORATE RECORDS.

The accounting books, records, minutes of proceedings of the Board and its Committees shall be kept at such place or places designated by the Board or, in the absence of such designation, at the principal business office of PACT. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept either in written or typed form, or in any other form capable of being converted into written, typed or printed form.

SECTION 7.05. ANNUAL REPORT.

The Board shall cause an annual report to be furnished to the trustees and Members not later than one hundred twenty days after the close of PACT fiscal year. The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such accountant's report, the certificate of an authorized officer of PACT that such statements were prepared without audit from the books and records of PACT. The annual report shall contain in appropriate detail the following:

- (a) The assets and liabilities, including the trust funds, of PACT as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

- (c) The revenue or receipts of PACT, both unrestricted and restricted to particular purposes, for the fiscal year; and
- (d) The expenses or disbursements of PACT, for both general and restricted purposes, during the fiscal year.
- (e) The annual financial report shall be prepared in accordance with Generally Accepted Accounting Principles

SECTION 7.06. FISCAL YEAR.

The fiscal year of PACT shall commence on July 1 of each year and end on June 30 of the following year.

ARTICLE IX: AMENDMENTS

SECTION 8.01. BYLAWS.

- (a) New Bylaws may be adopted or current Bylaws may be amended or repealed by the vote of two-thirds of the Members.
- (b) In addition to the right of the members as provided in subparagraph (a) to adopt, amend or repeal Bylaws, and except as otherwise provided in the Law, Bylaws may be adopted, amended or repealed by the Board by a two-thirds vote of the Trustees present and voting (but not less than a majority of the entire Board) at a Board meeting unless the action would materially and adversely affect the rights of the Members as to voting.

SECTION 8.02. INTERLOCAL COOPERATION AGREEMENT

The Interlocal Cooperation Agreement may be amended if approved by a two-thirds vote of the Trustees present and voting (but not less than a majority of the entire Board) at a Board meeting.

SECTION 8.03. ADOPTION.

These Bylaws were adopted by the vote of two-thirds of the Members, present in person, at the annual meeting of the Members. These Bylaws shall become effective immediately upon adoption and shall repeal and supersede all previous Bylaws of PACT.