

RESOLUTION NO. 2010-003

A RESOLUTION OF THE
BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO

RE: JOINDER IN THE COUNTY HEALTH POOL

WHEREAS, the governing body of Ouray County states that it has the authority under Article XIV, Section 18, of the Colorado Constitution and Sections 29-1-202, et seq., C.R.S., to enter into an intergovernmental agreement; and

WHEREAS, said governing body has further specific authority to provide certain benefits to its employees, including, but not limited to, health benefits; and

WHEREAS, the governing body has received certain comparative cost data and recommended funding factor information from the County Health Pool; and

WHEREAS, the governing body recognizes the advantages to its taxpayers, as well as to its employees, in adopting one or another of the specific health coverage plans submitted by the County Health Pool; and

WHEREAS, a copy of the Bylaws and General Policies of the County Health Pool was delivered to Ouray County on the 9th day of November, 2009, which Bylaws, pursuant to the provisions of Article XVI thereof, constitute the subject Intergovernmental Agreement;


NOW, THEREFORE, BE IT RESOLVED, that the governing body of Ouray County, hereby and herewith:

1. Approves the document, revised September 13, 2007, and entitled "Bylaws and Intergovernmental Agreement County Health Pool" (Attachment A);
2. Directs CONNIE HUNT, the Official Representative for Ouray County to the County Health Pool to execute the aforesaid Intergovernmental Agreement;
3. Declares that this Resolution shall bind Ouray County to the full extent provided in the aforesaid Intergovernmental Agreement.

The Resolution was adopted by a majority vote of the governing body of Ouray County, State of Colorado.

Dated this 11th day of January, 2010.

BOARD OF COUNTY COMMISSIONERS
OF OURAY COUNTY, COLORADO



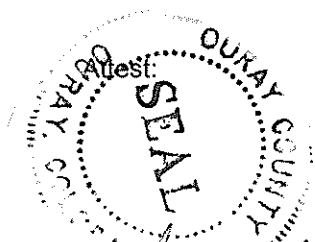
Lynn M. Padgett, Chair




K. Keith Meinert, Vice-Chair



Heidi M. Albritton, Commissioner





Michelle Nauwer, Clerk and Recorder
By: Linda Munson-Haley, Deputy Clerk of the Board



**BYLAWS
AND INTERGOVERNMENTAL AGREEMENT
COUNTY HEALTH POOL
(Effective Feb. 1, 1984)**

CHP Bylaws and Intergovernmental Agreement

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Effective: Feb. 1, 1984

REVISED:

May 23, 1984 March 18, 1992 Sept. 18, 2008
June 15, 1984 March 17, 1993
Dec. 14, 1984 March 1, 1994
Sept. 11, 1986 Dec. 1, 1997
Mar. 25, 1987 Aug. 18, 1999
June 12, 1987 Jan. 1, 2003
Nov. 18, 1987 Jan. 1, 2004
June 8, 1988 Sept. 13, 2007

County Health Pool (CHP) Bylaws and Intergovernmental Agreement

ARTICLE I. Definitions

As used in this agreement, the following terms shall have the meaning hereinafter set out:

- A. **ADMINISTRATOR** - The person or entity so designated by the Board from time to time.
- B. **BENEFIT FUND** - One or more funds of money established by the Pool to provide employee benefits jointly, within a defined scope, to purchase excess insurance when deemed prudent, and to pay necessary expenses for the operation of the Pool.
- C. **BOARD** - Board of Directors of the Pool.
- D. **EMPLOYEE** - An employee of a Member, as defined in the Plan Document.
- E. **EXCESS INSURANCE** - Insurance purchased by the Pool from an insurance company, qualified to do business in Colorado, over a designated amount.
- F. **MEMBERS** - The public entities which enter into this intergovernmental agreement.
- G. **OFFICIAL REPRESENTATIVE** - That person who has been designated in writing by the governing body of a Member as its official representative to the Pool.
- H. **PLAN DOCUMENT** – The County Health Pool Plan Document, as from time to time amended, which determines benefits for which Members and their employees are eligible.
- I. **POOL** – The County Health Pool established pursuant to the constitution and statutes of this state by this intergovernmental agreement.
- J. **PUBLIC ENTITY** – Any entity that falls within the definition of a “public entity” under C.R.S. Section 24-10-103(5).
- K. **QUORUM**- A simple majority duly authorized to conduct business at a meeting.

ARTICLE II. Creation of Pool

The County Health Pool is hereby formed by intergovernmental agreement by Members pursuant to the provisions of Article XIV, section 18(2) of the Colorado Constitution and sections 29-1-201 et seq., C.R.S., as amended. Each Member joining in this intergovernmental agreement has the power under Colorado law to make provision for the employee benefits which constitute the specific functions and services jointly provided by means of the Pool.

ARTICLE III. Purpose

- A. The purpose of the Pool is to provide to Members a means of providing benefits to their employees including, but not limited to, benefit planning, funding, design, and administration.
- B. It is the intent of the Members to form a Pool which will establish one or more benefit funds and use monies contributed by the Members to achieve the purpose of the Pool. It is also the intent of the Members to have the Pool provide selected benefits at reasonable costs. All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.
- C. These Bylaws shall constitute the substance of the intergovernmental contract among the Members.

ARTICLE IV. Pool Powers and Duties

The powers of the Pool to perform and accomplish its purpose shall be the following, subject to the budgetary limits of the Pool and the procedures set forth in the Bylaws:

- A. Employ agents, employees and independent contractors necessary to administer and achieve the purpose of the Pool, including, but not limited to, brokers, attorneys, accountants, benefit administrators, actuaries, investigators, experts, consultants, and others.
- B. Purchase, sell, encumber, and lease real property and to purchase, sell, or lease equipment, machinery, and personal property.
- C. Invest funds as allowed by Colorado statutes.
- D. Create, collect money for, administer, and expend money from one or more benefit funds.
- E. Purchase excess insurance.
- F. Carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.
- G. Sue and be sued.
- H. Enter into contracts.
- I. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings.
- J. Purchase fidelity bonds from an insurance company qualified to do business in Colorado.
- K. Contract for general administrative services.

ARTICLE V. Participation

- A. The membership of the Pool shall be limited to those public entities which properly enter into and adopt this intergovernmental agreement and Bylaws. New Members may be admitted subject to such conditions as established in a written policy adopted and amended by a two thirds (2/3) vote of the Member counties present at a meeting.

- B. The Board may authorize the Administrator and the employees of the Administrator to receive benefits through the Pool to the full extent made available to Members, provided that such action does not adversely affect the tax exempt status of the Pool. Such participation shall be subject to the payment of contributions or other payments to the Pool, at such time and in such amounts, as shall be established by the Board. This limited participation carries with it no rights of membership in the Pool other than the benefit participation herein expressly provided.

ARTICLE VI. Duration of Membership

All Members joining subsequent to September 1, 1986, unless expelled pursuant to Article XV, shall remain Members for at least twenty-four (24) consecutive calendar months after commencement of any self-funded benefit coverage.

ARTICLE VII. Members' Powers and Meetings

- A. Only Members who are counties, at a meeting of the Members, shall have the power to:
 - 1. Amend the Bylaws by a two-thirds (2/3) vote of the Member counties present at a meeting.
 - 2. Expel Members as provided in Article XV.
 - 3. Dissolve the Pool and disburse its assets by a two-thirds (2/3) vote of the Member counties, pursuant to such notice and in keeping with such procedure as shall be established by the Board.
 - 4. Remove a Director from the Board by a two-thirds (2/3) vote of the Member counties present at a meeting.
 - 5. Adopt general policies for underwriting and renewal procedures and conditions of new membership.
 - 6. Communicate by electronic or other means with the Administrator in order to resolve issues relating to the operation of the Pool.

- B. Meetings of the Members shall be held as follows:
 - 1. Members shall meet at least once annually, at a time and place to be set by the Board, with notice mailed to each Member at least 10 days in advance.

 - 2. Special meetings may be called by the Board or pursuant to a procedure as recommended by the Board and thereupon approved by a two-thirds (2/3) vote of the Member counties present at a meeting. Notice of special meetings shall be mailed to each Member at least 10 days in advance.

3. The President of the Board shall preside at the meetings.
4. A simple majority of the Member counties shall constitute a quorum to do business.
5. No absentee or proxy voting shall be allowed.
6. Each Member county shall be entitled to one vote on each issue. No Member other than a Member county shall have any voting powers.

ARTICLE VIII. Obligations of Members

The obligations of Members are to:

- A. Pay promptly all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board pursuant to these Bylaws. Any delinquent payments shall be paid with interest as determined by the Board. Payments will be delinquent forty-five (45) days following the due date.
- B. Designate annually, in writing, an official representative and one or more alternates for the Members meetings. A Member's official representative and any alternate must be an employee or officer of the Member, but may be changed from time to time. Any designated alternate may exercise all the powers of the Member's official representative in the absence of the official representative.
- C. Allow the Pool and its Administrator, agents, contractors, officers and employees reasonable access to all facilities of the Member and all records including, but not limited to, financial records as required for the administration of the Pool.
- D. Cooperate fully with the Pool's Administrator, attorneys, and any other agent, contractor, employee, or officer of the Pool in activities relating to the purposes and powers of the Pool.
- E. Comply with all general policies and requirements of the Pool.
- F. Provide, upon request, all information required by the Pool.
- G. Report to the Pool, in the form and within the time required, all claims for benefits provided through the Pool.

ARTICLE IX. Contributions

- A. The Board shall establish contributions to be paid by the Members.
- B. Any monies, and interest thereon, not needed for the purpose of the Pool, will be distributed among those Members pursuant to policies and requirements established by the Board. The monies shall not be so distributed until it is determined by the Board or its authorized representative that no claim exists and no claim may legally be made against the monies.

ARTICLE X. Board of Directors and Officers

- A. The Board shall be composed of a representative from each of seven Member counties. At least four of the representatives shall be County Commissioners. A person holding the position of Director shall be an

official representative.

- B. The officers of the Pool shall be: President, Vice President, Secretary, and Comptroller. The officers shall be appointed by and from among the Directors.
- C. Election of Directors and appointment of officers shall be accomplished in the following manner:
 - 1. At the annual membership meeting every year thereafter, the election of Directors shall be conducted for the term hereinafter provided:
 - (a) Three positions shall be filled at the election held in every odd numbered year to serve for two years.
 - (b) Four positions shall be filled at the election held in every even numbered year to serve for two years.
 - 2. Appointments of officers shall be by and from among the Directors at the first meeting of the Board following each annual meeting. A vacancy in any office shall be filled by the Board for the unexpired term of office.
 - 3. Only the official representative of a Member county shall have the right to vote in any election.
- D. The Vice President shall exercise all powers of the President during the absence of the President.

ARTICLE XI. Powers and Duties of the Board of Directors

The Board shall have the following powers and duties, any of which may be delegated by the Board, in writing, by motion duly adopted, to one or more Members of the Board or to the Administrator:

- A. Recommend conditions and a written policy regarding the admission of new Members and ratify the Administrator's decision to admit new Members. The admission of new Members shall be based on the Member approved criteria that the new Member(s) will not detrimentally affect the financial status of the Pool nor the contribution rates of other Members and that the new Member(s) shall adopt these Bylaws and Intergovernmental Agreement and such other documents as may be required of Members.
- B. Establish contributions by the Members.
- C. Adopt and amend the Plan Document(s).
- D. Select insurance brokers, consultants, benefit administrators, and other service providers necessary for the administration of the Pool, after recommendation of the Administrator.
- E. Set the dates, places and provide an agenda for Board and Members' meetings.
- F. Fill a vacancy in the Board for the unexpired term, subject to limitations set forth in Article X of these Bylaws.
- G. Exercise all powers of the Pool except powers reserved to the Members or delegated pursuant to this Article.
- H. Prepare, adopt and report the Pool budget to the Members.
- I. Hire and discharge personnel of the Pool.

- J. Make reports to the Members at their meetings.
- K. Establish an appeal process for self-funded benefits.
- L. Establish policies for the investments and disbursement of funds.
- M. Establish rules governing its own conduct and procedure and the authority of its officers, not inconsistent with these Bylaws.
- N. Provide to Members annually:
 1. An audit of the financial affairs of the Pool to be made by a certified public accountant as of December 31 of each year, in accordance with generally accepted auditing principles; and
 2. An annual report of operations.
- O. Form committees and provide other services as needed by the Pool.
- P. Perform all acts necessary and proper for the operation of the Pool and implementation of these Bylaws subject to the limits of the Bylaws and not in conflict with these Bylaws.
- Q. Implement the dissolution and disbursement of assets of the Pool following the determination made pursuant to the provisions of Article IX.
- R. If deemed advisable by the Board, select a qualified actuary to conduct a review of the benefit funds and make recommendations to the Board based on such review.
- S. Contract for general administrative services, the contract to include a reasonable fee approved by the Board to cover the cost of administrative services provided. Such services shall include the marketing of the Pool to qualified non-members in order to increase membership.
- T. To communicate by electronic or other means with the Administrator in order to resolve issues relating to the operation of the Pool.

ARTICLE XII. Meetings of the Board of Directors

- A. The Board may set a time and place for regular meetings which may be held without further notice.
- B. Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least 10 days in advance to all Directors or by unanimously executed waiver of notice. Such meetings may be held by electronic means including by telephone conference call in which case acceptance of the call shall constitute notice of such meeting and indicate waiver of the written notice requirement.
- C. A simple majority of the Directors at any meeting shall constitute a quorum to do business. All acts of the Board shall require a majority vote of the Directors present.

ARTICLE XIII.

Liability of Board of Directors and Administrator

Directors on the Board and the Administrator, and the officers and employees thereof, shall not be personally liable for any acts performed or omitted for the Pool in good faith. The benefit funds shall be used to defend and indemnify the Directors on the Board and the Administrator, and the officers and employees thereof, against any and all expense, including attorney fees and liability expenses sustained by them or any of them in connection with any suit or suits which may be brought against said Directors on the Board or the Administrator, or the officers or employees thereof, involving or pertaining to any of their acts or duties performed or omitted for the Pool in good faith. The Pool may purchase insurance providing similar coverage for the Directors and for the Administrator, and the officers and employees thereof. Nothing herein shall be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.

ARTICLE XIV.

Withdrawal from Membership

Any Member may withdraw from the Pool at the end of any policy year by giving notice in writing to the Board prior to October 1 of that policy year of its desire to withdraw. No Member may withdraw during a policy year.

ARTICLE XV.

Expulsion of Members

- A. A Member may be expelled for one or more of the following reasons:
 - 1. Failure to make any payment due to the Pool.
 - 2. Failure to allow the Pool reasonable access to all facilities and records of the Member necessary for proper administration of the Pool.
 - 3. Failure to fully cooperate with the Pool's Administrator, attorneys, or other agent, employee, or officer of the Pool.
 - 4. Failure to comply with any policy, procedure, or requirement established by the Board or Members pursuant to these Bylaws.

- B. No Member may be expelled except after notice from the Board of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member or the Board may request a hearing before the Members before any final decision, which shall be held within fifteen (15) days after the expiration of the time to cure has passed. If so requested, the Board shall present the case for expulsion to the Members. The Member affected may present its case. By a two-thirds (2/3) vote of the Member counties present at the meeting, the Member may be expelled effective twenty (20) days after the decision to expel is approved by the Member counties or at such later date as may be set by the expulsion vote of Member counties. If no request for a hearing before the Member counties is made, the Board may expel the Member by majority vote of the Directors present at a meeting, effective twenty (20) days after the decision to expel is approved by the Board or at such later date as may be set by the Board

- C. After expulsion, the former Member shall be liable for any unpaid contribution or other charges pro rata to the effective date of expulsion, and for any payments for which a liability was incurred prior to expulsion (including incurred but not reported claims), and for all costs and administrative fees incurred by the Pool in handling claims from the employees and dependents of the former Member before and after its expulsion. The expelled former Member shall not be entitled to any reimbursement of contributions that are due or that shall become payable after expulsion. The expelled former Member shall not be entitled to any distribution of reserves and/or interest monies.

D. Expulsion shall be in addition to any other remedy which may exist.

ARTICLE XVI. Obligations

This document constitutes an intergovernmental agreement among those public entities which may become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on 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. A certified or attested copy of the resolution of approval from each Member shall be attached to the Bylaws on file with the Pool. Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to these Bylaws, no Member agrees or contracts herein to be held responsible for any claims made against any other Member. The parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification, or responsibility for the debts of or claims against any other Member.

ARTICLE XVII. Severability

In the event that any Article, provision, clause or other part of these Bylaws should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other Articles, provisions, clauses, applications or occurrences, and these Bylaws are expressly declared to be severable.