

# **ILLINOIS PUBLIC RISK FUND**

*An Illinois Not-For-Profit Corporation*

## **BY-LAWS**

*(As Amended and Restated to Be Effective August 16, 2017)*

### **ARTICLE 1**

#### **Name and Address**

Section 1.1 The name of this not-for-profit corporation shall be the ILLINOIS PUBLIC RISK FUND, hereinafter referred to as the "IPRF" or "Fund".

Section 1.2 The IPRF shall be a corporation organized under the laws of the State of Illinois, pursuant to the General Not for Profit Corporation Act of 1986, as amended (805 ILCS 105/101.1 *et seq.*).

Section 1.3 The registered office of the IPRF shall be in the City of Naperville, County of DuPage, State of Illinois, or at such other place as may be designated by the Fund's Board of Trustees.

### **ARTICLE II**

#### **Purpose**

The purpose of the Fund is to establish an intergovernmental joint insurance pool providing for the defense and payment when due of all compensation and other benefits under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act (hereinafter referred to as the "Workers' Compensation Laws"), on behalf of "public agency members," as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970.

### **ARTICLE III**

#### **Membership**

Section 3.1 The Fund shall have one class of members (individually referred to herein as a "Member" and collectively as the "Members"). To be eligible for membership, applicants must qualify as "public agency members" as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), or as other units of local government and public entities within the State of Illinois, which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970, and must:

- (a) File with the IPRF through its Marketing Agent, consultants, or other duly authorized persons as may be designated by the Fund from time to time, the applications, questionnaires, and other materials required by the Board of Trustees and the Fund's insurers and reinsurers;
- (b) Be qualified, approved, and accepted for membership by the IPRF and the Fund's insurers and reinsurers;

(c) Execute the IPRF's Pooling Agreement, constituting an intergovernmental agreement or contract under the Intergovernmental Cooperation Act, acknowledging the applicant's intent to jointly self-insure and participate in a joint insurance pool, and also indicating the applicant's promise of prompt, full, and complete compliance with these By-Laws and with the provisions of the Fund's guarantees of coverage, indemnity, and defense to claims under the Workers' Compensation Laws for and on behalf of all of the public agencies who are now or may hereafter become Members of the Fund;

(d) Execute any and all agreements and documents as may be necessary or required by the IPRF, its Board of Trustees, employees, contractors, consultants, agents, and representatives including, but not limited to, the Fund's Marketing Agent, the Fund Administration or Fund Administrator, the Fund Accountant, and the Fund's insurers and reinsurers; and, such other agreements and documents as may be necessary or required by governmental agencies, including the Illinois Workers' Compensation Commission;

(e) Submit to audits, examinations, and inspections by the IPRF and its duly authorized employees, contractors, consultants, agents, and representatives; provided, however, that neither the right to conduct audits, examinations, and inspections, nor the conducting and making thereof, nor any report thereon, shall constitute a duty or undertaking on behalf or for the benefit of any applicant, Member, or third party to determine or warrant that such records, things, and places audited, examined, or inspected are in compliance with any law, statute, rule, regulation, ordinance, code, or standard, or are not hazardous to the health or safety of any person; and

(f) Demonstrate a serious commitment to intergovernmental cooperation, and to loss control, accident prevention, safety, and risk reduction.

Section 3.2 Upon the filing of an application for membership in the Fund and related documents, the IPRF, through procedures and personnel acceptable to its Board of Trustees, shall investigate the applicant to assure that only duly qualified and financially sound Illinois public agencies, employing generally accepted accounting and financial practices, and demonstrating good safety records, practices, and programs, become Members of the Fund.

Section 3.3 Upon approval of an application for membership in the IPRF by the Fund's Board of Trustees or their duly authorized representatives, the applicant will be admitted to membership in the Fund and shall continue as a Member of the Fund unless and until such membership is terminated as hereinafter provided. No membership certificate of the Fund shall be required. Membership in the IPRF is not transferable or assignable, and no applicant shall become a Member without first being approved, accepted, and admitted by the Fund's Board of Trustees or their duly authorized representatives.

Section 3.4 In consideration of the rights, privileges, and benefits of IPRF membership, the Member agrees and consents that it may be sued by the Fund in any Illinois court having jurisdiction for any premiums, assessments, contributions, debts, penalties, or other monies that are not paid to the Fund on the due date thereof, including, but not limited to, all reasonable attorneys' fees, expenses, and costs incurred by the Fund in the collection process through litigation, arbitration, or otherwise. Each Member further specifically agrees, consents, and submits to the jurisdiction, venue, and service of process of the Circuit Court of DuPage County, Illinois.

Members agree to indemnify, defend and hold harmless the IPRF, to the fullest extent authorized or permitted by law, against any and all claims, demands, causes of action, expenses

(including attorney's fees), damages, judgments, fines and amounts paid that IPRF becomes legally obligated to pay because of any claim or claims made against any Member by reason of the Member's intentional violation of any applicable law, rule, regulation, court order, or any breach (whether intentional or otherwise) of any term, provision or agreement of either the Pooling Agreement executed by and between IPRF and the Member, or the IPRF's By-Laws. The Member's responsibility to indemnify, defend and hold harmless IPRF shall continue beyond the Member's membership in the Fund so long as the IPRF shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative, by reason of the acts and/or omissions to act by the Member, or any of its agents, officers, employees or assigns.

#### **ARTICLE IV** **Board of Trustees**

Section 4.1 The affairs of the IPRF shall be managed by or under the direction of its Board of Trustees. The number of Trustees which shall constitute the whole board shall be five (5). The Board of Trustees shall be divided into two classes. Class I shall consist of two Trustees who, if the Fund has appointed a Marketing Agent, shall be representatives of such Marketing Agent. The Trustees of Class I shall be nominated and elected for a term of five (5) years. Class II shall consist of three Trustees who shall be nominated and elected for a term of three (3) years. Thereafter, as the Class I Trustees' respective terms of office expire, their successors shall be elected for a term of five (5) years, and as the Class II Trustees' respective terms of office expire, their successors shall be elected for a term of three (3) years. All Trustees shall hold office for the term for which they were elected and until their successors are elected and qualified. If the number of Trustees is changed, then any increase or decrease shall be apportioned among the classes so as to maintain or attain, if possible, the equality of the number of Trustees in each class, but in no case will a decrease in the number of Trustees shorten the term of any incumbent Trustee.

Section 4.2 The Board of Trustees shall be vested with all powers necessary to properly manage and direct the affairs of the IPRF, including, but not limited to, the power, as may be deemed necessary by the Board of Trustees in its full and complete discretion, to:

- (a) Provide for the efficient administration of claims by either employing or contracting for the services of an independent third party claims administrator (the "Fund Claims Administrator" or "Fund Administrator"), or by employing or contracting for the services of claims administration personnel or staff (the "Fund Claims Administration" or "Fund Administration"). The Fund Administrator or Fund Administration, as the case may be, shall have the responsibilities for claims processing and administration; the investigation and adjustment of claims; the management and reporting of claims; compensation, claims, and benefits payments; and, risk data management and reports, including the establishing and monitoring of reserves and serving as attorney-in-fact, among other duties as may be authorized, directed, or delegated from time to time by the Board of Trustees;
- (b) Provide or contract for safety and loss control programs and services for the benefit of the Fund and its Members;
- (c) Employ or contract for the services of an independent accountant (the "Fund Accountant") who, at the direction of the Board of Trustees and the Treasurer, shall be responsible for IPRF's day-to-day financial matters, including the collection of Members' current, past due, and delinquent accounts, premiums, contributions, assessments, and

penalties; the keeping and maintenance of the Fund's financial records, statements, reports, and books of account; and, the satisfaction and payment of the Fund's bills, debts, and other financial obligations;

(d) Employ or contract for the services of an independent, fiduciary investment advisor (the "Fund Advisor"), if deemed necessary by the IPRF's Board of Trustees, to provide advice and management concerning the Fund's assets and investments in accordance with the purposes and investment guidelines established by the IPRF, the Intergovernmental Cooperation Act, and all other applicable duties and standards created by law, regulation, or resolution of the Board of Trustees;

(e) Employ an exclusive Marketing Agent who shall be responsible for the promotion and marketing of the Fund, and its program and services;

(f) Authorize and direct the Fund Accountant and the Marketing Agent in the collection of delinquent accounts resulting from any unpaid premiums, contributions, assessments, or penalties;

(g) Cause each Member to execute a Pooling Agreement governing, among other matters and things, the liability of all Members for claims against the Fund;

(h) Obtain excess reinsurance coverage, along with errors and omissions liability (E&O) and directors and officers (D&O) liability coverages for the Fund's Board of Trustees, officers, and employees with insurance companies acceptable to the Board of Trustees, and in amounts considered reasonably adequate to cover the liabilities of the Fund, its Board of Trustees, officers, and employees, and to keep and maintain such insurance policy coverages in full force and effect at all times along with such other insurance coverages as the Board of Trustees may determine to be reasonably prudent and necessary to protect the Fund and its assets; and, to procure and maintain a fidelity bond covering the IPRF's Board of Trustees, individually and collectively, the Fund Treasurer, the Fund Accountant, and any other person required by law or deemed appropriate by the Board of Trustees, having any responsibility respecting the IPRF's monies and securities, in an amount sufficient to protect the Fund against loss, misappropriation, or misuse of any monies or securities;

(i) Set standards for the admission of Members to the Fund which shall include such requirements, guidelines, and precautions as the Board of Trustees from time to time shall deem to be reasonable and appropriate to promote the safe, prudent, proper, and responsible operation of the Fund, for the benefit of duly qualified and financially suitable Members that are seriously committed to sound safety practices, risk management, and loss control programs; and

(j) Employ or contract for the services of such other persons, parties, providers, vendors, or consultants as the Board of Trustees may from time to time deem reasonably necessary or desirable to carry out the purposes of the Fund and to assure the continuous, efficient, and cost-effective operation of its programs.

Section 4.3 A Trustee may resign at any time upon written notice to the Board of Trustees. Any Trustee may be removed from office at any time, but only for cause, by the affirmative vote of a majority of the entire Board of Trustees.

Section 4.4 Whenever any vacancy shall occur on the Board of Trustees by reason of death, incapacity, resignation, removal, or otherwise, a majority of the Trustees then in office, though less than a quorum, may fill such vacancy or vacancies at any meeting, and the person so elected shall be a Trustee until his or her successor is elected by the Board of Trustees at an annual meeting, or at any special meeting of the Board of Trustees duly called for that specific purpose, and shall qualify. The resignation of a Trustee shall be effective upon receipt of the written notice thereof by the Chairman of the Board of Trustees, or at a subsequent time as set forth in the notice of resignation.

Section 4.5 Subject to any specific limitation or restriction imposed by law or by these By-Laws, the Board of Trustees is authorized to direct, by appropriate action, the carrying out of the IPRF's purposes as set forth in these By-Laws, and to exercise all of the powers of the Board of Trustees or directors provided by law and these By-Laws, and any and all persons and parties dealing with the Fund shall have the right to rely upon any action taken pursuant to authority of the Board of Trustees.

## **ARTICLE V**

### **Officers**

Section 5.1 The officers of the Fund shall be a Chairman of the Board of Trustees, a President, a Secretary, a Treasurer, and such other officers as may be elected or appointed by the Board of Trustees. Officers whose authority and duties are not defined in these By-Laws shall have the authority and perform the duties prescribed and directed, from time to time, by the Board of Trustees. Any two or more offices may be held by the same person.

Section 5.2 The officers of the Fund shall be elected annually by the Board of Trustees at the first regular meeting of the Board of Trustees of each fiscal year. Officers must be Members of the Board of Trustees. If the election of officers shall not be held at such meeting, then such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled and new offices created and filled, at any meeting of the Board of Trustees. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

Section 5.3 Any officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Fund would be served thereby.

Section 5.4 The Chairman of the Board of Trustees shall preside at all meetings of the Members and of the Board of Trustees, shall discharge all duties incident to the office of Chairman of the Board of Trustees, and shall perform all other duties as may be prescribed by the Board of Trustees.

Section 5.5 The President shall assist the Chairman in the discharge of his or her duties as the Chairman may direct, and shall perform such other duties as from time to time may be assigned to him or her by the Chairman or the Board of Trustees. In the absence of the Chairman, or in the event of his or her inability or refusal to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman.

Section 5.6 The Secretary shall (a) record the minutes of any and all meetings of the Members and of the Board of Trustees in one or more books provided for that purpose; (b) see that any notices are duly given in accordance with the provisions of these By-Laws or as required

by law; (c) be a custodian of the corporate records; and, (d) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Trustees.

Section 5.7 The Treasurer shall keep, or cause to be kept by the Fund Accountant, a record of all the Members participating in the Fund, and shall keep, or cause to be kept by the Fund Accountant, a ledger account of the premiums, contributions, and assessments, and shall bill or invoice, or cause to be billed or invoiced, the Members when any such amounts are due and payable to the IPRF. The Treasurer shall also be responsible for all monies paid to and collected by the Fund, and shall be responsible for administering the timely collections from each Member of the premiums, contributions, and assessments established by the Board of Trustees. The Treasurer may, with approval of the Board of Trustees, (a) engage outside financial and accounting services to assist him or her in discharging all or part of his or her duties; (b) direct the Fund Accountant to collect Members' current and delinquent accounts, premiums, contributions, assessments, and penalties; and, (c) enter into contracts and fiduciary agreements as necessary to protect the assets of the IPRF and further the Fund's purposes.

Section 5.8 The Treasurer shall prepare and forward or cause to be prepared and forwarded to the Board of Trustees and to the Members upon request, no later than sixty (60) days after the end of each annual fiscal reporting period of the Fund (the "Fund Year"), a financial accounting showing the balance in the Fund's accounts at the end of the Fund Year, current period contributions, and the amount and nature of all investments and payments, including a separate accounting for claims, management, legal and accounting expenses, claims paid, and the Fund balance.

## **ARTICLE VI**

### **Meetings of the Board of Trustees**

Section 6.1 The annual meeting of the Board of Trustees shall be held during the month of March in each calendar year, at the principal office of the Fund or other such place as may be designated by the Board of Trustees, for the purpose of electing Trustees, in the event that there is a vacancy on the Board of Trustees or the term of any class of Trustees has expired, and for the transaction of such other business as may properly be brought before the meeting.

Section 6.2 The Chairman or any two (2) or more Trustees may call a special meeting of the Board of Trustees at any time, to be held at the principal office of the Fund, or at such other place within the State of Illinois as the person or persons calling the meeting shall designate.

Section 6.3 Notice of the time, place, and purpose of all meetings of the Board of Trustees shall be provided to each Trustee by the Chairman of the Board of Trustees, or his designee, not less than five (5) nor more than thirty (30) days before the meeting. Meetings of the Board may be held on less than five (5) days' notice if consented to by any four (4) or more Trustees. Whenever any notice is required by this Section, a waiver thereof in writing, signed by the person or persons entitled to such notice, and sent or delivered by them before the holding of the meeting by mail, express delivery, facsimile, other electronic means, or personally shall be deemed equivalent to the giving of such notice.

Section 6.4 Four (4) Members of the Board of Trustees shall constitute a quorum for the transaction of business, and the action of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, except actions by a majority or greater number of the Trustees then in office may be specifically required by other sections of

these By-Laws. If there shall be less than a quorum present at any meeting of the Board of Trustees, then a majority of those present may adjourn the meeting from time to time until a quorum is present.

Section 6.5 Trustees may participate in and act at any meeting of the Board of Trustees through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in a meeting by such means shall constitute attendance and presence in person at such meeting.

Section 6.6 Unless otherwise restricted by the Articles of Incorporation or these By-Laws, any action required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if all members of the Board consent thereto in writing and the writing is filed with the minutes of proceedings of the IPRF Board of Trustees.

Section 6.7 The Board of Trustees, by the affirmative vote of Trustees then in office and irrespective of any personal interest of any Trustee, shall have the authority to establish reasonable compensation for all Trustees for services to the Fund as directors, officers, or otherwise notwithstanding any Trustee's conflict of interest. By resolution of the Board of Trustees, Trustees may be paid their expenses, if any, of attendance at each meeting of the Board of Trustees or any Committee thereof. No such payment shall preclude any Trustee from serving the Fund in any other capacity and receiving reasonable compensation therefor. The salaries and other compensation of the officers and employees of the IPRF, if any, shall be fixed from time to time by the Board of Trustees, and no officer or employee of the IPRF shall be prevented from receiving such salary or other compensation by reason of the fact that he or she is also a Trustee.

Section 6.8 The Board of Trustees, by resolution adopted by a majority of the Trustees in office, may designate one or more Committees, each of which will consist of two (2) or more Trustees and such other person or persons as the Board of Trustees shall designate, provided that the majority of each Committee's membership shall be Trustees. The Committees, to the extent provided for by the Board of Trustees and not restricted by law, shall have and exercise the authority of the Board of Trustees in the management of the IPRF, but the establishment of Committees and the delegation thereto of authority shall not operate to relieve the Board of Trustees, or any individual Trustee, of any duty or responsibility imposed by law. Committee members shall be designated by the Board of Trustees at the annual meeting of the Board of Trustees. If the designation of Committee members shall not take place at such annual meeting, then the designation shall take place as soon thereafter as conveniently may be. Vacancies on Committees may be filled, and new positions created and filled, at any meeting of the Board of Trustees. Each Committee member shall keep and maintain his or her Committee membership until his or her successor shall have been duly appointed and qualified, or until his or her death, or until he or she shall resign, or shall have been removed by the Board of Trustees.

## **ARTICLE VII**

### **Membership Meetings**

Section 7.1 The annual meeting of the Members of the Fund may be held immediately following and at the same place as the annual meeting of the Board of Trustees, or as may be provided by resolution of the Board of Trustees, for the transaction of such business as may properly be brought before the meeting.

Section 7.2 Special meetings of the Members may be called by the Chairman of the Board of Trustees, by the Board of Trustees, or by not less than fifty percent (50%) of the Members of the Fund.

Section 7.3 Notice stating the place, day, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is being called, shall be given not less than five (5) nor more than sixty (60) days before the date of the meeting.

Section 7.4 A majority of the current membership shall constitute a quorum at all meetings of the membership of the Fund.

Section 7.5 Each Member shall be entitled to one vote upon each matter submitted by the Board of Trustees to a vote at a meeting of Members; provided, however, that Members shall have no right to vote for the election of or removal of any Trustee of the Board of Trustees.

Section 7.6 Meetings of the membership of the Fund shall be presided over by the duly elected Chairman of the Board of Trustees, or in his or her absence by the President. The Secretary of the Board of Trustees shall act as Secretary of the meeting. All questions shall be decided by the vote of a majority of the Members present and voting at the meeting unless otherwise provided by law or these By-Laws.

## **ARTICLE VIII**

### **Termination of Membership**

Section 8.1 The IPRF by action of its Board of Trustees may cancel or terminate the membership of any Member at any time for reasons that include, but are not limited to, the following:

- (a) When the Member fails to pay the premium, contribution, assessment, or other amounts due and payable to the Fund in full;
- (b) When the Member fails to cooperate with the Fund, or with any of its Trustees, Marketing Agent, officers, employees, contractors, or agents, in regards to audits, payments, financial and claims reporting, safety, loss control, and prevention, or any other subject having to do or connected in any way with the operations and purposes of the IPRF as determined by the Board of Trustees in its sole discretion;
- (c) When the Member fails to carry out the recommendations of any safety, loss control, or prevention survey, inspection, or examination, or fails to adhere to generally accepted accounting or financial practices, or fails to follow the IPRF's safety, loss control, risk prevention, or claims reduction standards, policies, or programs as determined by the Board of Trustees in its sole discretion;
- (d) When the Member fails to meet the membership eligibility requirements set forth in Article III above, as determined at any time by the Board of Trustees in its sole discretion; or
- (e) When the Member engages in conduct detrimental to the integrity, stability, or strength of the IPRF or any of its programs as determined by the Board of Trustees in its sole discretion.

Section 8.2 After the initial 1-year term of required IPRF membership, a Member may resign from membership in the Fund at any time, subject to the requirements and upon the terms set forth in Section 8.3 below.

Section 8.3 The date on which a Member ceases to be a Member of the Fund shall be determined according to this Section 8.3, as follows:

(a) In the event the Fund terminates a Member for any of the reasons set forth in paragraphs (a) through (e) of Section 8.1, then such Member shall cease to be a Member of the Fund on the thirtieth (30th) day after the Fund gives the Member notice (delivered electronically or by certified or registered mail) of such termination, unless within such thirty (30)-day period, the reasons for the Member's termination are corrected or cured, as the case may be, to the full and complete satisfaction of the IPRF as determined by the Board of Trustees in its sole discretion.

(b) In the event a Member elects to resign from the Fund, then it shall give written notice to the IPRF's Board of Trustees of its intent to resign, and such resignation shall take effect no sooner than ninety (90) days from the date such notice is given. **REGARDLESS OF THE EFFECTIVE DATE OF ANY MEMBER'S VOLUNTARY OR INVOLUNTARY TERMINATION OF MEMBERSHIP IN THE FUND, PAID PREMIUMS WILL NOT BE REFUNDED OR PRO-RATED.**

(c) A Member's written notice tentatively terminating such Member's membership must be rescinded, if at all, by subsequent written notice received by the IPRF no later than December 31<sup>st</sup> of the calendar year in which notice of the tentative termination is given. If the tentative termination is not rescinded, the Member's membership in the IPRF will be terminated as of midnight on December 31<sup>st</sup> of such year. If the Member does timely rescind its tentative termination as provided in this paragraph, such Member's membership shall be renewed in the ordinary course, with no interruption in coverage.

Section 8.4 No liability shall accrue to the IPRF, its Members, or any of them on account of any claim arising out of any accident, injury, exposure, disability, or disablement occurring or manifesting itself after the date on which the responsible employing Member ceases to be a Member of the Fund by operation of Section 8.3 above.

Section 8.5 Any Member whose IPRF membership is terminated by reason of any act or omission set forth in Section 8.1 of this Article shall only have such right or interest to any excess final premiums or contributions, whether or not previously declared to be payable by the Fund, determined after the date on which the Member ceases to be a member of the Fund using the Member's actual, audited payroll remuneration and the applicable classifications and rates; and, such right to a refund of unearned premiums or contributions shall be determined by the Board of Trustees in its sole discretion.

Section 8.6 A former Member of the Fund may seek reinstatement of its membership in the IPRF, but only by filing a new application for membership with the Fund, meeting all the requirements of a new applicant as set forth in these By-Laws, and by paying in full and in advance any and all such former Member's past due accounts for unpaid and delinquent premiums, contributions, debts, assessments, and penalties, including all reasonable attorney's fees and other costs and expenses incurred by the Fund in pursuing the collection process through litigation, arbitration, or otherwise, if any.

Section 8.7 The IPRF may elect, in the sole discretion of its Board of Trustees, not to renew the membership of any Member at the end of the applicable Fund year or coverage period upon written notice of cancellation or non-renewal sent to the Member.

**ARTICLE IX**  
**Premiums and Finances**

Section 9.1 All premiums, contributions, assessments, charges, or other amounts payable, as determined by the Board of Trustees in its sole discretion, shall be paid promptly by each Member to the Fund or the Fund Accountant when due. The Board of Trustees shall have custody and control over the assets of the Fund.

Section 9.2 All premium or contribution rates, discounts and credits, and the amounts thereof if any, shall be determined by the Board of Trustees in its sole discretion. At the end of every Fund Year or coverage period, each Member's financial, payroll, and tax records shall be examined by the Fund to determine the actual or final premium or contribution amount due for the Fund Year or coverage period then concluded.

Section 9.3 The Trustees shall open and maintain such accounts as they deem necessary for the operation of the Fund in accordance with established financial, accounting, and investment guidelines and principals.

Section 9.4 Advance premium discounts may be offered to Members on an individual basis and in amounts to be determined in the sole discretion of the Board of Trustees.

Section 9.5 Any surplus monies for a Fund Year in excess of the amounts necessary to fulfill all obligations of the Fund under the laws of Illinois and to satisfy all Fund expenses for that fiscal or coverage year may be refunded to IPRF Members on a pro rata basis at such times and under such terms, conditions, and provisions as agreed to and determined by the Board of Trustees in its sole discretion. Eligibility to receive the discretionary pro rata refund or "dividend" described in this Section shall be limited to only those Members who were both (a) members of the Fund for the full duration of the fiscal year or Fund Year for which a surplus exists for distribution as determined by the Board of Trustees in its sole discretion, and (b) whose membership is deemed to be in good standing by the Board of Trustees without withdrawal, resignation, notice of resignation, or cause for termination under Article VIII of these By-Laws or the Pooling Agreement on both the date a refund or dividend is declared and the record date of payment.

Section 9.6 Each Member of the Fund shall pay the full amount of its premium, contribution, assessment, or other cost of membership within thirty (30) days of the date of the IPRF's invoice or statement. The IPRF and its Board of Trustees are without authority to extend credit to any Member of the Fund. The IPRF by action of its Board of Trustees in its full and complete discretion, however, may adopt regular payment plans or schedules for the payment of a Member's annual premium or contribution. The failure to pay premiums, contributions, assessments, or other costs shall subject the Member to dismissal or termination from the Fund as provided in Article VIII of these By-Laws.

**ARTICLE X**  
**Fund Claims Administration**

Section 10.1 The Board of Trustees shall provide for the administration, handling, and adjustment of claims by either contracting for such claims management services from an independent third-party claims administrator or by employing claims administration personnel directly or indirectly. In either case, the party or persons performing claims administration services shall be known as the Fund Administrator having such duties and responsibilities as the Board of Trustees may from time to time direct or delegate.

Section 10.2 The Fund Administrator, Fund Accountant, Fund Advisor, Marketing Agent, and any other IPRF employee, contractor, vendor, consultant, agent, or representative, upon invitation of the Chairman of the Board of Trustees, shall attend meetings of the Board of Trustees, the Committees of the Board, and the Fund membership , both regular and special.

Section 10.3 The Fund Administrator or Fund Administration may, with approval of the Board of Trustees, provide for outside legal, financial, and other services, and may enter into fiduciary relationships and other contractual arrangements as determined by the Board of Trustees in its sole judgment and discretion to be reasonable and necessary to protect the assets of the Fund and to further the IPRF's purposes.

## **ARTICLE XI**

### **Miscellaneous**

Section 11.1 Each Member shall cooperate with the IPRF, and its Board of Trustees, officers, employees, contractors, vendors, consultants, agents, and representatives to the fullest extent possible. Members shall keep and maintain accurate records accessible to the IPRF, including financial, payroll, and tax records, safety records, and accident reports; and, Members shall be willing and able to take any and all necessary action to put into effect the recommendations of any safety or loss control inspection or survey.

Section 11.2 The Fund shall defend in the name of and on behalf of a Member any claims, suits, or other proceedings which may at any time be brought or instituted against that Member on account of bodily injury or death by accident or disease under the Illinois Workers' Compensation Laws or on account of legal liability of the Member for damages because of bodily injury or death to any employee by accident or disease arising out of and in the course of employment for the Member, including claims, suits, or other proceedings alleging such injuries and demanding damages or compensation therefore, even though such suits, other proceedings, allegations, or demands are wholly groundless, false, or fraudulent, and to pay all costs taxed against the Member in any legal proceeding defended by the Fund, all interest accruing after entry of judgment, and all expenses incurred for investigation, negotiation, or defense.

## **ARTICLE XII**

### **Fiscal Year**

The fiscal year of the Illinois Public Risk Fund shall be consistent with the calendar year beginning on the first day of January and ending on the last day of December (the "Fund Year").

## **ARTICLE XIII**

### **Notices**

Any notice required by these By-Laws, by statute, or by any rule or regulation of any governmental agency shall be sufficient if delivered personally, transmitted or received by electronic means, or given by depositing the same in a United States post office box or receptacle in a sealed, envelope, addressed to the person to be notified at his or her last address as the same appears in the records of the IPRF, and with first-class postage prepaid; and any reference in these By-Laws to any written notice or correspondence shall for all purposes hereunder be deemed to include electronic transmission. Any notice delivered personally shall be deemed to have been given on the date of delivery. Any notice transmitted electronically shall be deemed to have been given one (1) day after transmission, and any mailed notice shall be deemed to have

been given on the date of mailing, provided that should notice pursuant to Article VIII of these By-Laws be given by mail, mailing shall be sent by certified or registered mail.

**ARTICLE XIV**  
**Amendment of By-Laws**

Section 14.1 These By-Laws may be amended, altered, changed, added to, or repealed, and new By-Laws may be adopted, by an affirmative vote of at least two-thirds (2/3) of the Board of Trustees.

Section 14.2 From time to time as determined by the Board of Trustees, or upon request, each Member shall be furnished with a copy of these By-Laws and a copy of any change thereof that is made as provided in Section 14.1 of this Article.

**ARTICLE XV**  
**Indemnification of Officers, Trustees, Employees, and Agents: Insurance**

Section 15.1 The Fund may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Fund) by reason of the fact that he or she is or was a Trustee, officer, employee, or agent of the Fund, or who is or was serving at the request of the Fund as a Trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) costs, awards, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Fund, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Fund, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 15.2 The Fund may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Fund to procure a judgment in its favor by reason of the fact that such person is or was a Trustee, officer, employee, or agent of the Fund, or is or was serving at the request of the Fund as a Trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) and costs actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Fund, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Fund, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 15.3 To the extent that a Trustee, officer, employee, or agent of the Fund has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding

referred to in Sections 15.1 and 15.2 hereof, or in defense of any claim, issue, or matter therein, then such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 15.4 Any indemnification under Sections 15.1 and 15.2 hereof (unless ordered by a court) shall be made by the Fund only as authorized in the specific case, upon a determination that indemnification of the Trustee, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 15.1 and 15.2 hereof. Such determination shall be made (1) by the Board of Trustees by a majority vote of a quorum consisting of Trustees who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion, or (3) by the Members entitled to vote, if any.

Section 15.5 Expenses incurred in defending or responding to a civil or criminal action, suit, proceeding, inquiry, or investigation may be paid by the Fund in advance of the final disposition of such action, suit, proceeding, inquiry, or investigation as authorized by the Board of Trustees in the specific case, upon receipt of an undertaking by or on behalf of the Trustee, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Fund as authorized in this Article.

Section 15.6 The indemnification provided by this Article shall be in accordance with and to the full extent permitted by the Illinois General Not For Profit Corporation Act of 1986, as in effect on the date of the adoption of these By-Laws, or as amended from time to time, and such indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or disinterested Trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Trustee, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 15.7 The Fund may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, or agent of the Fund, or who is or was serving at the request of the Fund as a Trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Fund would have the power to indemnify such person against such liability under the provisions of this Article.

Section 15.8 If the Fund has paid indemnity or has advanced expenses under this Article to a Trustee, officer, employee, or agent, then the Fund shall report the indemnification or advance in writing to the Members entitled to vote with or before the notice of the next meeting of the Members entitled to vote.

Section 15.9 For purposes of this Article, references to "the Fund" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its Trustees, officers, and employees or agents, so that any person who was a Trustee, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a Trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the

surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

Section 15.10 For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and reference to "serving at the request of the Fund" shall include any service as a Trustee, officer, employee or agent of the Fund which imposes duties on, or involves services by such Trustee, officer, employee, or agent with respect to any employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Fund" as referred to in this Article.

These By-Laws, as amended and restated, were approved by the Board of Trustees of the Illinois Public Risk Fund on August 16, 2017, and shall take effect as of that date.

*Thomas P. English*

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Thomas P. English,  
Chairman of and for the Illinois Public Risk  
Fund.

Dated: August 16, 2017

Member No. \_\_\_\_\_

**ILLINOIS PUBLIC RISK FUND**  
**POOLING AGREEMENT**  
*(As Amended and Restated in 2017)*

THIS AGREEMENT is made and entered into by and among the ILLINOIS PUBLIC RISK FUND (the "IPRF" or "Fund"), an Illinois not for profit corporation organized and operating as an intergovernmental joint insurance pool, and each of the members of the Fund (individually referred to herein as a "Member" and collectively as the "Members").

**RECITALS**

WHEREAS, the purpose of the Fund is to establish an intergovernmental joint insurance pool providing for the defense and payment when due of all compensation and other benefits under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act (hereinafter referred to as the "Workers' Compensation Laws"), on behalf of "public agency members," as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970.

WHEREAS, the Illinois Intergovernmental Cooperation Act expressly authorizes public agencies to enter into intergovernmental contracts to jointly self-insure and utilize their funds to protect, wholly or partially, themselves and any public agency member of the contract against liability or loss in a designated insurable area; and

WHEREAS, the IPRF was established in 1985 to provide a means by which the public agency Members of the Fund could contract with each other pursuant to the Intergovernmental Cooperation Act in order to protect each other against liability or loss under the Workers' Compensation Laws; and

WHEREAS, the parties to this Agreement intend to create a valid, enforceable intergovernmental contract pursuant to the provisions of the Intergovernmental Cooperation Act by execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

**AGREEMENT**

**I. FUND OPERATIONS AND CLAIMS ADMINISTRATION.**

The IPRF will pay promptly when due the compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws. The affairs of the Fund shall be managed by or under the direction of its Board of Trustees which shall provide

for the efficient administration of claims under the Workers' Compensation Laws and otherwise under any applicable law of the State of Illinois imposing employer liability for bodily injury by accident or disease. In that regard, the Board of Trustees shall be vested with all powers necessary to properly manage and direct the affairs of the IPRF, including but not limited to the power, as may be deemed necessary by the Board of Trustees in its full and complete discretion, to:

- A. Provide for the efficient administration of claims by either employing or contracting for the services of an independent third party claims administrator (the "Fund Claims Administrator" or "Fund Administrator"), or by employing or contracting for the services of claims administration personnel or staff, (the "Fund Claims Administration" or "Fund Administration"). The Fund Administrator or Fund Administration, as the case may be, shall have the responsibilities for claims processing and administration; the investigation and adjustment of claims; the management and reporting of claims; compensation, claims, and benefits payments; and, risk data management and reports, including the establishing and monitoring of reserves, among other duties as may be authorized, directed, or delegated from time to time by the Board of Trustees;
- B. Provide or contract for safety and loss control programs and services for the benefit of the Fund and its Members;
- C. Employ or contract for the services of an independent accountant (the "Fund Accountant") who, at the direction of the Board of Trustees and the Treasurer, shall be responsible for IPRF's day-to-day financial matters, including the collection of Members' current, past due, and delinquent accounts, premiums, contributions, assessments, and penalties; the keeping and maintenance of the Fund's financial records, statements, reports, and books of account; and, the satisfaction and payment of the Fund's bills, debts, and other financial obligations;
- D. Employ or contract for the services of an independent, fiduciary investment advisor (the "Fund Advisor"), if deemed necessary by the IPRF's Board of Trustees, to provide advice and management concerning the Fund's assets and investments in accordance with the purposes and investment guidelines established by the IPRF, the Intergovernmental Cooperation Act, and all other applicable duties and policies, standards, guidelines established, created by law, regulation, or resolution of the Board of Trustees;
- E. Employ or contract for the services of an exclusive Marketing Agent who shall be responsible for the promotion and marketing of the Fund, and its program and services;
- F. Authorize and direct the Fund Accountant and the Marketing Agent in the collection of delinquent accounts resulting from any unpaid premiums, contributions, assessments, or penalties;
- G. Cause each Member to execute this Pooling Agreement, governing, among other matters and things, the liability of all Members for claims against the Fund;

H. Obtain excess reinsurance coverage along with errors and omissions liability (E&O) and directors and officers (D&O) liability coverages for the Fund's Board of Trustees, officers, and employees with insurance companies acceptable to the Board of Trustees, and in amounts considered reasonably adequate to cover the liabilities of the Fund, its Board of Trustees, officers, and employees, and to keep and maintain such insurance policy coverages in full force and in effect at all times along with such other insurance coverages as the Board of Trustees may determine to be reasonably prudent and necessary to protect the Fund and its assets; and, to procure and maintain a fidelity bond covering the IPRF's Board of Trustees, individually and collectively, the Fund Treasurer, the Fund Accountant, and any other person required by law or deemed appropriate by the Board of Trustees, having any responsibility respecting the IPRF's monies and securities, in an amount sufficient to protect the Fund against loss, misappropriation, or misuse of any monies or securities;

I. Set standards for the admission of Members to the Fund which shall include such requirements, guidelines, and precautions as the Board of Trustees from time to time shall deem to be reasonable and appropriate to promote the safe, prudent, proper, and responsible operation of the Fund for the benefit of duly qualified and financially suitable Members that are seriously committed to sound safety practices, risk management, and loss control programs;

J. To employ or contract for the services of such other persons, parties, providers, vendors, or consultants as the Board of Trustees may from time to time deem reasonably necessary or desirable to carry out the purposes of the Fund and to assure the continuous, efficient, and cost-effective operations of its programs.

## **II. COST OF MEMBERSHIP.**

The Member's cost will be determined by the Board of Trustees. The Member's contribution or premium will be developed by an examination and audit of all the Member's records that relate to the coverages provided by this Agreement, including ledgers, journals, registers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data (the "payroll audit"). Rates, classifications, experience modification factors, and discounts approved by the Board of Trustees will be used to determine the Member's contribution or premium subject to the payroll audit.

## **III. ASSESSMENT PROVISIONS.**

Whenever the Board of Trustees determines by means of an audit, annual certified financial statements, actuarial opinion, or otherwise that the assets of the Fund are less than the reserves which prudently should be maintained by the Fund, or which are required to be maintained by any applicable law, rule or regulation, then the Fund shall direct its Treasurer and the Fund Accountant (as defined in the Fund's By-Laws) to assess each Member of the Fund that was a Member during the Fiscal Year (as defined below) in which the events or occurrences giving rise to such assessment occurred, the amount necessary (in the aggregate) to correct the deficiency. Members will be assessed pro rata based upon their annual contributions, provided that, in no event shall the annual total of any Member's assessment exceed the greater of ten percent (10%) of that Member's gross annual premium or contribution to the Fund for the most recent Fiscal or Fund Year, as such terms are defined herein and by the IPRF's By-Laws, or the amount required under the applicable rule, law or regulation giving rise to the assessment. In the

event of the inability of one or more Members, by reason of insolvency or otherwise, to pay such assessments, the Fund's Treasurer shall assess the other Members of the Fund for such unpaid amounts. Notwithstanding the foregoing, a Member's liability under this Section for assessments shall be limited to the period of such Member's membership in the IPRF and the later of either the three (3)-year period commencing with the close of the most recent Fiscal Year during which the events, occurrences, or claims giving rise to such assessments happened, or the three (3)-year period beginning with the close of the Fiscal Year during which such Member's membership in the Fund was terminated.

#### **IV. MEMBERS, TERMS, WITHDRAWAL, TERMINATION.**

A. Membership in the Fund is limited to "public agency members" as such term is defined by section 6 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/6), and other units of local government and public entities within the State of Illinois which may become eligible for membership from time to time according to the Intergovernmental Cooperation Act, or Article VII, Section 10 of the Illinois Constitution of 1970. Membership in the Fund is subject to the approval of the Fund's Board of Trustees, the Fund Administrator, and the Fund's excess reinsurance carrier.

B. The initial minimum term of IPRF membership is one (1) year, unless terminated earlier pursuant to this Agreement or Article VIII of the Fund's By-Laws.

C. After the initial one (1) year minimum term, a Member may withdraw or resign its membership in the Fund for any year thereafter upon the giving of not less than ninety (90) days written notice to the IPRF Board of Trustees of its intent to withdraw or resign and, such resignation shall take effect no sooner than ninety (90) days from the date such notice is given.

D. A Member's written notice tentatively terminating such Member's membership must be rescinded, if at all, by subsequent written notice received by the IPRF no later than December 31 of the calendar year in which notice of the tentative termination is given. If the tentative termination is not rescinded, the Member's membership in the IPRF will be terminated as of midnight on December 31 of such year. If the Member does timely rescind its tentative termination as provided in this paragraph, such Member's membership shall be renewed in the ordinary course, with no interruption in coverage.

E. A Member may be terminated from the IPRF under rules set forth in the Funds By-Laws for reasons which include, but are not limited to, the following:

(1) When the Member fails to pay the premium, contribution, assessment, or other amounts due and payable to the Fund in full;

(2) When the Member fails to cooperate with the Fund, or with its Trustees, Marketing Agent, officers, employees, contractors, or agents, in regards to audits, payments, financial and claims reporting, safety, loss control, and prevention, or any other subject having to do or connected in any way with the operations and purposes of the IPRF as determined by the Board of Trustees in its sole discretion;

- (3) When the Member fails to carry out the recommendations of any safety, loss control, or prevention survey, inspection, or examination, or fails to adhere to generally accepted accounting or financial practices, or fails to follow the IPRF's safety, loss control, risk prevention, or claims reduction standards, policies, or programs as determined by the Board of Trustees in its sole discretion;
- (4) When the Member fails to meet the membership eligibility requirements set forth in Paragraph IV(A) above, as determined at any time by the Board of Trustees in its sole discretion;
- (5) When the Member engages in conduct detrimental to the integrity, stability, or strength of the IPRF or any of its programs as determined by the Board of Trustees in its sole discretion; or
- (6) When the member fails to meet other requirements for continued participation that may be determined by the Board of Trustees in its sole discretion to preserve the stability and strength of the Fund and which are consistent with the provisions of the By-Laws, including participation in the programs or efforts designed to reduce losses or adjust claims in order to carry out the purposes for which the IPRF was established.

**F. REGARDLESS OF THE EFFECTIVE DATE OF ANY MEMBER'S VOLUNTARY OR INVOLUNTARY TERMINATION OF MEMBERSHIP IN THE FUND, PAID PREMIUMS WILL NOT BE REFUNDED OR PRO-RATED.**

**V. COVERAGE INDEMNITY AND DEFENSE.**

In consideration of payment of the Member's contributions as described in this Agreement in general, and as set forth in Part II in particular, the Fund agrees:

A. *Coverage*: The Fund will pay promptly when due all compensation and other benefits, including medical benefits, required of the Member by the Workers' Compensation Laws and as such Laws may be amended from time to time.

B. *Defense. Settlement. Supplementary Payments*: As respects the coverage afforded by the other terms of this Agreement, the Fund shall:

- (1) Defend any proceeding against the Member seeking such compensation and other benefits and any suit against the Member alleging work-related accidental injuries or occupational diseases, as those terms are defined under the Workers' Compensation Laws and seeking damages on account thereof, even if such proceeding or lawsuit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim or suit as it deems expedient or necessary.
- (2) Pay all expenses incurred by the Fund, all costs taxed against the Member in any such proceeding or suit, and all interest accruing after entry of award or judgment until the Fund has paid, tendered, or deposited such part of such judgment as does not exceed the limit of the Fund's liability thereon;

provided, however, that in no event shall the Fund be responsible for payment of any fines, penalties, or interest thereon imposed upon a Member as a result of such Member's violation of or misconduct under the Workers' Compensation Laws or otherwise.

C. Applicability of Coverage: The coverage, compensation, other benefits, defense, and payments provided under this Agreement apply or is accorded only to accidental injuries, disablements, exposures, and fatalities (as those terms are defined under the Workers' Compensation Laws) occurring during the membership term. All states coverage will be provided by the Fund.

D. Conditions: Classifications, rates, modification factors, and discounts, shall be determined by the Board of Trustees in its sole discretion. Each Member shall maintain records of the information necessary for contribution or premium computation, and the IPRF, its Board of Trustees, the Fund Accountant and its duly authorized agents and representatives shall be allowed to examine and audit all of the Member's records that relate to the coverage, indemnity and defense provided by this Agreement, including ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for sharing and receiving data. The IPRF may conduct the audits during regular business hours during the membership or coverage period and within three (3) years after such membership or coverage period ends. Information developed by audit will be used to determine the amount of any final premium or contribution due under this Agreement subject to the right of the Fund through its Board of Trustees to determine and set the amount of any premium, contribution, assessment, debt, penalty, or other amount due to be paid the IPRF in its full and sole discretion.

## **VI. MEMBERS' OBLIGATIONS.**

Each Member agrees to be bound by all of the terms and conditions of this Agreement, any subsequent amendments, revisions or alterations of this version of the Agreement (each version to be retained in IPRF's books and records), the IPRF's By-Laws, as they may be amended from time to time, and to abide by any rules, resolutions, and regulations that are promulgated by the Board of Trustees for the administration of the Fund, which shall include, but not be limited to, the following:

A. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the IPRF, its Board of Trustees, and their duly authorized agents and representatives to promote the general welfare of such Member's employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and may not rely upon evaluations or recommendations made by the IPRF, its Board of Trustees, or their duly authorized agents and representatives in making decisions concerning such Member's safety program and practices.

B. When an injury or disablement to an employee of a Member covered by this Agreement occurs, the Member shall immediately provide for immediate emergency and other medical services as provided by Sections 8(a) of the Illinois Workers' Compensation Act (820 ILCS 305/8(a)), and shall immediately notify the IPRF of the loss or claim and cause to be prepared and transmitted to the Fund Administrator or Fund

Administration, as the case may be, an Employers First Report of Injury (Form 45) as prescribed by the IPRF, the Illinois Workers' Compensation Commission and the Federal Occupational Safety and Health Administration (OSHA).

C. If a claim is made or suit or other proceeding is brought against the Member, then the Member shall immediately forward to the IPRF every demand, notice, summons, claim form, suit or other legal or administrative process received by it.

D. The Member shall cooperate with the IPRF and, upon the Funds request, shall attend all hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and otherwise cooperate in the conduct of all suits, hearings, or proceedings. The Member shall not, except at its own cost, which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of the injury as are required by the Workers' Compensation Laws or otherwise.

E. Each Member shall make prompt payment of all contributions, premiums, assessments, and other amounts due as required under this Agreement and the Fund's By-Laws.

F. Each Member does hereby appoint the IPRF as its agent to act in the Member's behalf to file reports and to make or arrange for payment of claims, medical expenses, and all other things required or necessary insofar as they affect the Member's liability under the Workers' Compensation Laws or such Member's obligations under the rules, regulations, and orders of the Illinois Workers' Compensation Commission or any other administrative agency or court having jurisdiction.

G. Each Member agrees that in the event of the payment of any compensation, other benefits, defense or other payments by the IPRF under this Agreement, the Fund shall be subrogated to the extent of such payment to all rights of the Member against any person or other entity legally responsible for such damages or losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery.

H. The IPRF, its Board of Trustees, and any of their duly authorized agents, employees, and attorneys, and a representative shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery, and appliances covered by this Agreement, and shall be permitted at all reasonable times and within three (3) years following termination of membership to examine the Member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify contributions, premiums, or other amounts which are due or payable, or which were paid to the Fund.

I. In consideration of the rights, privileges, and benefits of IPRF membership, the Member agrees and consents that it may be sued by the Fund in any Illinois court having jurisdiction for any premiums, assessments, contributions, debts, penalties, or other monies that are not paid to the Fund on the due date thereof, including but not limited to all reasonable attorneys' fees, expenses, and costs incurred by the Fund in the collection

process through litigation, arbitration, or otherwise. Each Member further specifically agrees, consents, and submits to the jurisdiction, venue, and service of process of the Circuit Court of DuPage County, Illinois.

**VII. EFFECTIVE TIME AND DATE.**

The Fund shall operate on a fiscal year consistent with the calendar year beginning on the first day of January and ending on the last day of December (the "Fiscal Year" or "Fund Year"), and effective date of this Agreement shall be the date the parties entered into this Amended and Restated Pooling Agreement as set forth below.

**VIII. ENTIRE AGREEMENT.**

This Amended and Restated Pooling Agreement supersedes any prior Pooling Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restated Pooling Agreement as of date set forth below.

**ILLINOIS PUBLIC RISK FUND**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMBER**

\_\_\_\_\_  
(Print name of Member)

By: \_\_\_\_\_

Title: \_\_\_\_\_