

**THIRD AMENDED AND RESTATED
ILLINOIS COUNTIES RISK
MANAGEMENT TRUST**

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On or about January 1, 1983, certain Illinois counties entered into an Agreement for Membership – Illinois Counties Risk Management Trust (“Agreement”).

On November 15, 1993, the Agreement was amended and restated in its entirety.

On October 24, 1994, the Agreement was further amended.

Upon resolutions duly adopted by the Executive Board (as hereinafter defined) in accordance with the terms of said Agreement, the Agreement is hereby further amended and restated in its entirety, as follows:

“This Agreement is made and entered into as of the 1st day of January, 1983, by and among certain Illinois counties organized and existing under the constitution and laws of the State of Illinois and pursuant to the authority granted by the Illinois Intergovernmental Cooperation Act (5 ILCS 220, as amended) and the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS, 10, as amended).

RECITALS

- A. The Illinois Intercontinental Cooperation Act authorizes Illinois counties and other “Public Agencies” (therein defined as any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, the State of Illinois, any agency of the State government or of the United States, or of any other state, any political subdivision of another state, and any combination of the above pursuant to an intergovernmental agreement which included provisions for a governing body of the agency created by the Agreement”) to enter into agreements to jointly self-insure and expend their funds to protect, to the extent agreed, any such counties and other Public Agencies against liability or loss covered under such agreements.
- B. The Participants (as hereinafter defined) desire to establish a joint self-insurance fund and to jointly purchase such excess insurance, reinsurance and claims adjusting, loss control, data processing and other services as they seem necessary or advisable for the development and administration of such a fund.
- C. Each Participant intends to strictly limit its financial responsibility for the defense or indemnity or any other Participant to the express terms, conditions and limitations of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The recitals set forth above are an integral part of this Agreement and are hereby incorporated into it by reference.
2. **Name**: There is hereby created an unincorporated association known as the Illinois Counties Risk Management Trust ("ICRMT"). The principal offices of the ICRMT shall be at such location or locations as may be designated from time to time by the Executive Board.
3. **Purpose**: The ICRMT has been formed for the purpose of established a joint self-insurance fund to provide, on behalf of the Participants, for the defense and, when appropriate, payment of claims and losses covered under this Agreement.
4. **No Waiver of Immunity**: This Agreement shall not for any purpose be deemed to constitute a waiver by any Participant or any other public entity or public employee of any defenses or immunities otherwise available to any of them by law.
5. **Participant Eligibility**: The ICRMT shall have two classes of Participants. One class of Participants (referred to herein individually as "Member" and collectively as "Members") shall consist of those Illinois counties which were Members under the Agreement immediately prior to the effective date of this amendment and restatement (each of which shall retain its Member status, without satisfying the terms of this Paragraph 5, unless and until such Member status is terminated as hereinafter provided), together with those Illinois counties which are hereafter admitted as Members under the terms hereof. The ICRMT's other class of Participants (referred to herein individually as "Associate" and collectively as "Associates") shall consist of those Public Agencies (other than Illinois counties) which are hereafter admitted as Associates under the terms hereof. Member and Associates are sometimes referred to herein individually as "Participant" and collectively as "Participants." To be eligible as a new Participant in the ICRMT, applicants must:
 - (a) **Member Status**: To be a Member, be an Illinois county and retain and maintain in good standing membership in the United Counties Council of Illinois;
 - (b) **Associate Status**: To be an Associate, be a Public Agency (other than an Illinois county);
 - (c) **Application**: File with the Executive Board or the Trust Administrator (as hereinafter defined) a completed application in the form prescribed by the Executive Board from time to time;
 - (d) **Review**: Be determined by the Executive Board or Trust Administrator, upon its review of the application and any further investigation deemed necessary or advisable, to be financially sound, employing generally accepted financial practices and exhibiting reasonably prudent safety practices and loss control programs;

- (e) Other Requirements: Satisfy such other requirements for Member or Associate status as the Executive Board may establish from time to time;
 - (f) Approval: Be approved for Member or Associate status by the Executive Board or Trust Administrator and, if necessary, the ICRMT's excess insurance carriers;
 - (g) Agreement: Execute, together with a duly-authorized officer of the Executive Board, an ICRMT Participant Agreement, by which the Participant shall agree to be bound by the terms and conditions of this Agreement; and
 - (h) Other Documents: Execute any and all other documents which the Executive Board may determine from time to time to be necessary or advisable in connection with Member or Associate status in the ICRMT.
 - (i) Consent to Legal Process: Agree and consent that it may be sued by the ICRMT in any court having jurisdiction for any premiums, assessments, contribution, debts, penalties or other monies that are not paid to the ICRMT on the due date thereof, including all reasonable attorney's fees and other related expenses incurred by the ICRMT in the collection process through litigation or otherwise.
6. **Participation Term**: Members and Associates are admitted to participate in the ICRMT for a minimum term of one year, such term to continue thereafter unless and until such Member or Associate's participation is terminated as herein provided.
7. **Termination of Member/Associate's Participation**: The following provisions shall apply to the termination of a Member or Associate's participation under this Agreement:
- (a) Occurrences: Participation of any member or Associate of the ICRMT shall terminate upon any of the following occurrences:
 - (1) failure to pay premiums, contributions, assessments or other debts that are due and payable within thirty days after the date notice specifying such delinquency is proved to the Participant;
 - (2) failure to carry out the recommendations of the Executive Board concerning any loss control or safety practices or programs or to follow generally accepted financial and loss control prevention standards within thirty days after the date notice specifying such failure is provided to the Participant;
 - (3) failure to meet any other requirement for continued participation in the ICRMT which the Executive Board may determine from time to time necessary or advisable to preserve or increase the strength and stability of the ICRMT;
 - (4) after the initial one-year term of ICRMT participation, any Participant may terminate its participation in the ICRMT, effective as to each specific afforded to the Participant under

this Agreement on the next anniversary date of the ICRMT's excess insurance policy for each such coverage, by giving not less than thirty days' notice to the Executive Board or Trust Administrator.

- (b) Effective Date: Pursuant to Subparagraphs 7(a)(i), (ii) and (iii), the participation of a Participant shall terminate thirty days after the date notice as above has been provided unless within such thirty-day period the delinquency or failure is cured. Pursuant to Subparagraph 7(a)(iv), the participation of a Participant shall, as to each specific coverage afforded to the participant under this Agreement, terminate on the next anniversary date of the ICRMT's excess insurance policy for each such coverage unless prior to that date the Participant's notice is withdrawn.
 - (c) Liability Cutoff: No liability shall accrue to the ICRMT or its Participants for any claim against or loss of an ex-Participant due to Occurrences (as defined in the ICRMT's excess insurance policy in effect from time to time for the specific coverage in question) which take place after the effective date of the termination of such ex-Participant's participation in the ICRMT and prior to the effective date of any reinstatement as provided below.
 - (d) Reinstatement: An ex-Participant (whether its participation was voluntarily or involuntarily terminated) may be reinstate to participation in the ICRMT only by filing an application and meeting all the requirements of a new Member or Associate as set forth herein, and by paying in full all such Participant's past due accounts, including costs of collection, if any.
8. **Coverage**: Coverage under the ICRMT is initially limited to the compensation and other benefits required of a Participant by the Illinois Workers' Compensation Act and Illinois Workers' Occupational Diseases Act, as they may be amended from time to time (both as applicable only to Illinois employees), plus employer's liability as defined in a standard Workers' Compensation insurance policy and the following additional coverages:
- (a) Longshoremen's and Harbor Workers' Liability;
 - (b) Federal Employers Liability Act;
 - (c) Jones Act;
 - (d) Employers outside of Illinois on an incidental basis only; and
 - (e) Voluntary compensation.

This coverage afforded by this Agreement applies or is accorded only to claims against or losses of a Participant due to Occurrences (as defined in the ICRMT's excess insurance policy in effect from time to time for the specific coverage in question) which take place during said Participant's term of participation and which are otherwise covered under the terms and conditions of the ICRMT's excess insurance policy in effect from time to time for the specific coverage in question. Additional coverage may be authorized under this Agreement at any regular or special meeting of the Executive Board by an affirmative vote of at least two-thirds of all the members of the Executive Board.

9. **Defense and Payment of Claims**: The ICRMT shall defend any suit, proceeding, demand, loss or claim which may at any time be instituted against a Participant on account of perils, hazards

and liabilities covered under this Agreement and which are otherwise covered under the terms and conditions of the ICRMT's excess insurance policy in effect from time to time for the specific coverage in question, even though such suit, allegations, demands or losses may be or are wholly groundless, false or fraudulent, and pay any settlement agreed to or judgment levied against a Participant investigation, negotiation or defense.

10. **Limits of Liability:** The liability of the ICRMT is specifically limited as follows:
 - (a) **Workers' Compensation and Occupational Diseases Acts:** To the payment of obligations imposed on Participants under the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act;
 - (b) **Employers' Liability:** With respect to employers' liability coverage, to the limits of liability established from time to time by the Executive Board;
 - (c) **Other Coverage:** With respect to coverages other than workers' compensation, workers' occupational diseases and employers' liability, to the limits of liability established from time to time by the Executive Board;
 - (d) **Excess Insurance Limit:** Notwithstanding anything to the contrary herein, to no more than the excess insurance or reinsurance limits purchased by the ICRMT with respect to each specific coverage afforded under this Agreement.
11. **Participants' Costs:** The annual contribution cost of the coverages provided under this Agreement from time to time shall be determined and apportioned among the participants by the Executive Board in its sole discretion. Contribution rates and discounts, if any, shall take into account such factors as the Executive Board, in its sole discretion, deems appropriate, including, but not limited to, the following: the claims experience, investment income, costs and expenses of the ICRMT as a whole and each Participant's own claims experience.
12. **Annual Contribution Payment:** Each Participant shall pay 25% of its annual contribution, as described above, within thirty days of the effective date of its coverage. The remaining balance shall be payable in equal installments over the next six months. The Executive Board is without authority to extend credit to any Participant and failure to pay any amount when due shall subject a Participant to termination from the ICRMT as provided in Paragraph 7 hereof.
13. **Special Assessments:** Whenever the Executive Board determines, in its sole discretion, by means of audit, annual certified financial statements, actuarial opinion, or otherwise that the assets of the ICRMT are insufficient to meet the ICRMT's liabilities, then the Executive Board shall assess each Participant and each terminated or ex-Participant what was a Participant during the Fiscal Year (as hereinafter defined) in which the events or occurrences giving rise to such assessment occurred, the amount necessary (in the aggregate) to correct the deficiency. Participants and ex-Participants shall be assessed pro rata based upon their most recent gross annual contributions, provided that, in no event shall the annual total of any Participant's or ex-Participant's assessment exceed 10% of such Participant's or ex-Participant's most recent gross annual contribution to the ICRMT. In the event of the inability of one or more Participants or

ex-Participants, by reason of insolvency or otherwise, to pay such assessments, the Executive Board shall assess the other Participant's and ex-Participant's for such unpaid amounts. Notwithstanding the foregoing, a Participant's or ex-Participant's liability under this paragraph for assessments shall be limited to the term of such Participant's participation in the ICRMT and the three year period commencing with the close of the Fiscal Year during which a Participant's or ex-Participant's participation was terminated.

14. **Dividends:** The following provisions shall apply to the declaration and payment of dividends under this Agreement:

- (a) **Declaration:** If at any time the combined assets of the ICRMT are determined by the Executive Board to have a value in excess of the actuarially required reserves of the ICRMT, the Executive Board may, in its sole discretion, declare a dividend of any part of all of such excess amount payable or credited to the account of Participants and/or ex-Participants.
- (b) **Eligibility:** Dividends, if any, shall be declared to Participants in good standing as of the stated effective date of the dividend and, in the Executive Board's sole discretion, to ex-Participants which have voluntarily terminated their participation, provided that there shall be no payment or credit allowed to an ex-Participant until after the later of (i) sixty days after payment or other final disposition of all pending claims against that ex-Participant, or (ii) sixty days after expiration of the statute of limitations with regard to any and all claims or potential claims against such ex-Participant. Ex-Participants which have had their participation involuntarily terminated shall not be eligible to receive dividends.
- (c) **Allocation:** When considering the amount, if any, of a declared dividend to be paid or credited to the account of any particular Participant or ex-Participant, the Executive Board may, in its sole discretion, take into account, among other things, the following:
 - (1) The length of participation of a Participant or ex-Participant in the ICRMT;
 - (2) The total contributions paid by the Participant or ex-Participant over its participation term; and
 - (3) The total incurred losses suffered by the Participant or ex-Participant over its participation term; and
 - (4) The length of time since an ex-Participant's voluntary termination of participation in the ICRMT.

15. **Executive Board Duties:** It shall be the responsibility and duty of the Executive Board:

- (a) **Trust Administrator:** To employ and set rates of compensation for an independent Trust Administrator who shall, as set forth herein, be responsible for the ICRMT's safety engineering, loss control and general administration;

- (b) Third-Party Administrator: To employ and set rates of compensation for an independent Third-Party Administrator who shall, as set forth herein, be responsible for the ICRMT's claims administration and risk data reporting;
 - (c) Trust Accountant: To employ and set rates of compensation for an independent Trust Accountant who, at the direction of the Executive Board and its Treasurer, shall be responsible for the ICRMT's financial matters, including the collection of Participants' current and delinquent accounts, premiums, contributions, assessments and penalties, along with the ICRMT's financial records, books of account, statements and reports;
 - (d) Sales Agents: To set rates of compensation as a percentage of premium contributions to be paid to sales agents representing Participants;
 - (e) Collections: To direct the Trust Administrator and the Trust Accountant in the collection of delinquent accounts resulting from any unpaid premiums, assessments or penalties;
 - (f) Insurance: With the advise, assistance and direction of the Trust Administrator, to obtain excess liability insurance coverage and reinsurance, both specific and aggregate, for the coverages provided under this agreement from time to time, along with errors and omissions and director and officers liability coverage for the ICRMT and its Executive Board, Trustees (as hereinafter defined) and officers, with insurance companies acceptable to the Executive Board, in amounts, if any, considered adequate to cover the liabilities of the ICRMT and its Executive Board, Trustees and officers, and to keep and maintain such insurance coverage in full force and in effect at all times;
 - (g) Fidelity Bonds: To obtain, at the ICRMT's expense, fidelity bonds coverage for each Trustee who has any responsibility for finances of the ICRMT, in an amount, if any, considered sufficient to protect the ICRMT against the loss, misappropriation or misuse of any assets of the ICRMT.
 - (h) Audits: At least annually, to cause its books and accounts, including those of the Trust Administrator, Third-Party Administrator and Sponsor (as herein after defined) if any, as respects the ICRMT, to be audited by an independent accounting firm, to comply with the requirements of state and federal law with respect to such audits and to make the results of such audits available to each Participant;
 - (i) Accounts: To open and maintain such accounts, and to establish such controls, as the Executive Board deems necessary or advisable for the operation of the ICRMT in accordance with generally accepted financial, accounting and investment guidelines and principals; and
 - (j) Additional Duties: To take such other actions as it deems necessary or advisable to the accomplishment of the purposes of this Agreement.
16. **Executive Board Powers**: The Executive Board, as representatives of the Trustees, shall have all powers requisite to the accomplishment of the purposes of this Agreement, including, without being limited to, the following powers:

- (a) Employment: To employ agents, employees and independent contractors as deemed necessary or advisable to carry out its duties as set forth in this Agreement;
- (b) Lease of Purchase: To lease real property and to purchase or lease equipment, machinery or personal property as deemed necessary or advisable to accomplish the purposes of this Agreement.
- (c) Contracts: To make and enter into contracts as deemed necessary or advisable to accomplish the purposes of this Agreement, including without being limited:
 - (1) Claims management and administration services including the defense of and settlement of claims;
 - (2) Data processing services for the accounting and claims reporting needs of the Participants;
 - (3) Independent audit by a public accounting firm;
 - (4) Independent actuary services;
 - (5) Investment consultation; and
 - (6) Additional services and activities as deemed necessary or advisable to accomplish the purpose of this Agreement.

17. **Participants' Obligations**: Each Participant agrees to abide by any rules and regulations which are promulgated by the Executive Board for the administration of the CIRMT, which shall include, but not be limited to, the following:

- (a) Safety Program: Each Participant agrees to initiate and maintain a safety program reasonably calculated to prevent or reduce claims or losses within the scope of coverage of this Agreement, and to follow the general recommendations of the ICRMT, its Executive Board, the Trust Administrator and their duly authorized agents and representatives to promote the effectiveness of such safety program. Each Participant, 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 ICRMT, its Executive Board, the Trust Administrator or their duly authorized agents and representatives in making the final decisions concerning such Participant's safety program and practices.
- (b) Potential Claims: A Participant shall immediately report to the Third Party Administrator all incidents which could result in the ICRMT being required to consider a claim or a loss within the scope of coverage provided by this Agreement.
- (c) Tender of Claims: If a claim is made or suit or other proceeding is brought against a Participant, the Participant shall immediately forward to the Third Party Administrator every demand, notice, summons or other process received.
- (d) Cooperation: Each Participant shall cooperate with the Third Party Administrator and upon the request of the Executive Board, Trust Administrator, Third Party Administrator or their duly authorized agents or representatives, shall attend hearings and trials and shall assist in

effective settlements, securing and giving evidence, obtaining the attendance of witnesses and otherwise cooperate in the conduct of suits, hearings or proceedings.

- (e) No Voluntary Payment: A Participant shall not, except at its own cost, which shall not be reimbursed by the ICRMT, 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 Occurrence as are required by law.
- (f) Payment: Each Participant shall make prompt payment of all contributions, premiums and assessment as required under this Agreement. All late payments shall bear interest until paid at an annual rate equal to the lesser of 10% or the highest rate allowed by Illinois law.
- (g) Subrogation: Each Participant agrees that in the event of the payment of any claims, losses, damages, settlement, defense costs or other amounts (collectively "Claims Expenses") by the ICRMT under this Agreement, the ICRMT shall be subrogated to the extent of such payment to all rights of the Participant against any first or third party insurer, person or other entity legally responsible for payment of said Claims Expenses, and in such event, the Participant hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery. Participant further agrees to do nothing to prejudice the ICRMT's right to such subrogation.
- (h) Payroll Audit: Each Participant with workers' compensation and related coverages under this Agreement shall furnish to the Trust Administrator the annual payroll figures for each job classification in each benefit period and pay any additional contribution assessed by the Trust Administrator in the event that either (i) the Participant's actual payrolls are greater than were project for purposes of determine its annual contribution, or (ii) any incorrect job classifications used for purposes of determining the Participant's annual contribution resulted in an under-assessment of that contribution amount.
- (i) Inspections: The Executive Board, Trust Administrator and any of their duly authorized agents, employees and attorneys, shall be permitted at all reasonable times to inspect Participants' work places, plants, works, machinery and appliances covered by this Agreement, and shall be permitted at all reasonable times and within three years following termination of participation to examine the Participant's books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify contributions which are payable or were paid to the ICRMT.

18. **Trust Administrator**: The following services shall be provided by the Trust Administrator, its agents or employees:

(a) Safety Engineering and Loss Control

- (1) Provision of general loss control education and safety management training.
- (2) Assistance of Participants in the development of appropriate loss control programs.

(b) General Administration

- (1) Establishment of a rating structure to determine the amount and timing of Participant contributions.
- (2) Procurement of excess insurance coverage, both specific and aggregate, and scheduling of the ICRMT's retention.
- (3) Billing, collection and auditing of current and delinquent premium contributions, assessments and penalties.
- (4) Employment of outside legal and financial counsel for an on behalf of the ICRMT.
- (5) Payment of sales commission, determined by the Executive Board from time to time, to sales agents representing Participants.
- (6) Attendance at the annual meeting of Trustees and at all regular and special meetings of the Executive Board and the Trustees.
- (7) Such other duties and responsibilities as the Executive Board may from time to time delegate to the Trust Administrator.

19. **Third Party Administrator:** The following services shall be provided by the Third Party Administrator, its agents or employees:

(a) **Claims Administration**

- (1) Evaluation and establishment of reserve for claims.
- (2) Investigation and adjustment of claims covered under this Agreement.
- (3) Supervision of medical treatment of injured claimants.
- (4) Negotiation of settlements with claimants.
- (5) Participants in the selection and assistance in the supervision of attorneys retained to defend formal claims.
- (6) Audit of medical, hospital and miscellaneous expenses prior to making payments.
- (7) Subject to Paragraph 20(d) hereof, payment of any final award, judgment or settlement of a claim or loss together with all expenses incurred for investigation, negotiation or defense.
- (8) Monitoring of claims for subrogation.
- (9) Preparation of regular reports required by excess insurers.
- (10) Preparation and filing of reports required by applicable governmental agencies.

(b) **Risk Data Reporting**

- (1) Monitoring the frequency and severity performance of Participants.
- (2) Preparation of computerized accident trending and analysis profile.

(c) **General Administrator**

- (1) Such other duties and responsibilities as the Executive Board may from time to time delegate to the Third Party Administrator.

20. **Authority of Third Party Administrator:** Each Participant authorizes the Third Party Administrator, including its agents and employees, to act as attorney-in-fact on behalf of the

Participant with respect to any claim or loss covered under this Agreement, including, without being limited to, the following powers:

- (a) Investigation To investigate any and all claims or losses properly reported to the Third Party Administrator;
- (b) Settlement To negotiate the settlement of any such claims or losses;
- (c) Defense To employ attorneys for defense of any such claim or loss whenever contest is required or deemed advisable; and
- (d) Payment To pay on behalf of the Participant or ICRMT any final award, judgment or settlement of a claim or loss together with all expenses incurred for investigation, negotiation or defense; provided that any payment over \$10,000 shall be made only upon approval, via co-signature of the check, or the Treasurer of the ICRMT.

21. **Sponsorship**: The United Counties Council of Illinois shall act as Sponsor to provide certain services, facilities and staff deemed necessary or advisable to the accomplishment of the purposes of this Agreement, all as determined from time to time by the Executive Board.

22. **Trustees**: The following provisions shall apply to Trustees under this Agreement:

- (a) Appointment: Each Member, by the Chairman of the Member's County Board, shall appoint from time to time a representative ("Trustee") of the Member to the ICRMT. In addition, the then acting Sponsor, if any, shall appoint from time to time a Trustee as the Sponsor's representative to the ICRMT.
- (b) Annual Meetings: The annual meeting of the Trustees shall be held each year at such time and place as the Executive Board may designate for the purpose of electing Executive Board members and for such other business as may properly be brought before the meeting.
- (c) Election of Executive Board: At their annual meeting the Trustees shall elect from among themselves an Executive Board consisting of the number of Trustees specified in Paragraph 23(b) hereof, provided that if the ICRMT has a then acting Sponsor, the Trustees shall elect one less Executive Board member and the final Executive Board member shall be the Sponsor's Trustee.
- (d) Special Meetings: Special meetings of the Trustees may be called by either the Chairman of the Executive Board, the Executive Board or not less than 40% of the Trustees.
- (e) Notice of Meetings: Notice stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the person or persons calling the meeting, to each Trustee of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Trustee at his or her

address as it appears on the records of the ICRMT, with postage thereon prepaid. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. When a meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

- (f) Fixing Record Date: For the purpose of determining the Trustees entitled to notice of or to vote at any meeting of Trustees, the date on which notice of the meeting is mailed shall be the record date for such determination of Trustees. A determination of Trustees shall apply to any adjournment of the meeting.
- (g) Quorum: A majority of the Trustees entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of Trustees. Withdrawal of Trustees from any meeting shall not cause failure of a duly constituted quorum at that meeting. If less than a majority of the Trustees are represented at said meeting, a majority of the Trustees so represented may adjourn the meeting at any time without further notice.
- (h) Manner of Acting: The affirmative vote of the majority of the Trustees represented at a meeting at which a quorum is present shall be the act of the Trustees, unless the vote of a greater number is required by this Agreement or law. At any adjourned meeting at which a quorum shall be present, any business may be transacted at the original meeting.
- (i) Proxies: Each Trustee may appoint to vote or otherwise act for him or her by signing an appointment form and delivering it to the person or appointed, but no such proxy shall be valid after three months from the date of its expiration, unless otherwise provided in the proxy.
- (j) Voting: Each Trustee shall be entitled to one vote in each matter submitted to vote at a meeting of Trustees. Each Trustee may vote either in person or by proxy as provided herein.
- (k) Vacancies: To the position of Trustee shall be filled by an appointment from the effected Member's County Board Chairman or the Sponsor, as the case may be.
- (l) Informal Action: Any action required to be or which may be taken at a meeting of the Trustees may be taken without a meeting and without a vote, if a consent in writing setting forth the action so taken shall be signed (i) if five days' prior notice of the proposed action is given to all the Trustees entitled to vote with respect to the subject matter thereof, by not less than the minimum number of Trustees that would be necessary to authorize or take such action at a meeting at which all Trustees entitled to vote thereon were present and voting, or (ii) by all the Trustees entitled to vote with respect to the subject matter thereof. Prompt notice of the taking of the information action without a meeting by less than unanimous written consent shall be given to those Trustees who have not consented in writing.

- (m) Voting by Ballot: Voting on any question or in any election may be by voice unless the presiding officer shall order or any Trustee shall demand that voting be by ballot.
 - (n) Presiding Officers: Meetings of the Trustees shall be presided over by the Chairman of the Executive Board or his designee. The Secretary of the Executive Board shall act as secretary of the meeting.
 - (o) Compensation and Expense: The Trustees shall serve without compensation, but, by resolution of the Executive Board, the Trustees may be paid their expenses, if any, of attendance at each meeting of the Trustees to the extent permitted by law.
 - (p) Presumption of Asset: A Trustee who is present at a meeting of the Trustees at which action on any ICRMT matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the ICRMT immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.
23. **Executive Board**: The following provisions shall apply to Executive Board members under this Agreement:
- (a) General Powers: The business of the ICRMT shall be managed by or under the direction of its Executive Board.
 - (b) Number/Tenure/Qualifications: The number of Executive Board members shall be seven. Each Executive Board member (other than the Sponsor's Trustee, if any, whose term of office is not subject to election) shall hold office until the third annual meeting of Trustees following his most recent election, or until his successor shall have been elected and qualified, whichever is longer, provided that the Executive Board members' terms shall be staggered so that approximately one-third of the Executive Board members may be increased or decreased from time to time by the amendment of this Agreement, but no decrease shall have the effect of shortening the term of any incumbent Executive Board member.
 - (c) Regular Meetings: The first regular quarterly meeting of the Executive Board shall be held each year at such time and place as the Executive Board may designate. The Executive Board may provide, by resolution, the time and place for holding of any additional regular quarterly meetings without other notice than such resolution.
 - (d) Special Meetings: Special meetings of the Executive Board may be called by either the Chairman of the Executive Board, the Executive Board or not less than 40% of the Executive Board members.
 - (e) Notice of Special Meetings: Notice stating the place, date and hour of any special meeting shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the person or persons calling the

meeting, to each Executive Board member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Executive Board member at his or her address as it appears on the records of the ICRMT, with postage thereon prepaid. The attendance of an Executive Board member at any meeting shall constitute a waiver of notice of such meeting, except where an Executive Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. When a meeting is adjourned to another time or place thereof are announced at the meeting at which the adjournment taken. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Board need to be specified in the notice or waiver of notice of such meeting.

- (f) Quorum: A majority of the Executive Board members fixed by this Agreement, represented in person or by proxy, shall constitute a quorum for transaction of business at any meeting of the Executive Board. Withdrawal of Executive Board members from any meeting shall not cause failure of a duly constituted quorum at that meeting. If less than a majority of such number of Executive Board members are represented at said meeting, a majority of the Executive Board members so represented may adjourn the meeting at any time without further notice.
- (g) Manner of Acting: The affirmative vote of the majority of the Executive Board members present at a meeting at which a quorum is present shall be the act of the Executive Board, unless the vote of a greater number is required by this Agreement or law. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.
- (h) Proxies: Each Executive Board member may appoint a proxy to vote or otherwise act for him or her by signing an appointment form and delivering it to the person so appointed, but no such proxy shall be valid after three months from the date of its execution, unless otherwise provided in the proxy.
- (i) Voting: Each Executive Board member shall be entitled to one vote in each matter submitted to vote at a meeting of the Executive Board. Each Executive Board member may vote either in person or by proxy as provided herein.
- (j) Vacancies: Any vacancy on the Executive Board (other than the Sponsor's Executive Board member, if any) shall be filled by election to the remaining term at the next annual or special meeting of Trustees. A majority of the remaining Executive Board members shall elect a Trustee to fill any such vacancy prior to such annual or special meeting of Trustees.
- (k) Resignation and Removal: Any Executive Board member may resign at any time upon notice to the Executive Board. An Executive Board member may be removed, with or without cause, by a majority of Trustees if the notice of the meeting named the Executive Board member or Executive Board members to be removed at said meeting.
- (l) Informal Action: Any action required to be or which may be taken at a meeting of the Executive Board may be taken without a meeting and without a vote, if a consent in writing

setting forth the action so taken shall be signed (i) if five days' prior notice of the proposed action is given to all of the Executive Board members entitled to vote with respect to the subject matter thereof, by not less than the minimum number of Executive Board members that would be necessary to authorize or take such action at a meeting at which all Executive Board members entitled to vote thereon were present and voting, or (ii) by all of the Executive Board members entitled to vote with respect to the subject matter thereof. Prompt notice of the taking of the informal action without a meeting by less than unanimous written consent shall be given to those Executive Board members who have not consented in writing.

- (m) Voting by Ballot: Voting on any question or in any election may be by voice unless the presiding officer shall order or any Executive Board member shall demand that voting be by ballot.
- (n) Compensation and Expenses: The Executive Board shall serve without compensation, but, by resolution of the Executive Board, the Executive Board members may be paid their expenses, if any, of attendance at each meeting of the Executive Board or Trustees to the extent permitted by law.
- (o) Presumption of Assent: An Executive Board member who is present at a meeting of the Executive Board at which action on any ICRMT matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the ICRMT immediately after the adjournment of the meeting. Such right to dissent shall not apply to an Executive Board member who voted in favor of such action.
- (p) Committees: The Executive Board may create one or more committees of two or more Executive Board members to exercise appropriate authority of the Executive Board. Any such committee may meet and transact business in the same manner as the Executive Board.

24. **Officers**: The following shall apply to officers of the ICRMT under this Agreement:

- (a) Officers: The officers of the CIRMT shall be Chairman, Vice Chairman, Treasurer and Secretary (each of whom must be Executive Board members) and such other officers (each of whom must be Trustees) as may be elected or appointed by the Executive Board. Any two or more officers may be held by the same person.
- (b) Election and Term of Office: The officers of the ICRMT shall be elected annually by the Executive Board at the first meeting of the Executive Board held after each annual meeting of Trustees. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Executive Board. Each officer shall hold office until his successor shall have been elected and qualified.

- (c) Resignation and Removal: Any officer may resign at any time upon notice to the Executive Board. Any officer may be removed by the Executive Board whenever in its judgment the best interests of the ICRMT would be served thereby.
 - (d) Chairman: The Chairman shall preside at all meetings of the Executive Board and Trustees and perform the usual duties of the Chairman. The Chairman, alone or together with such other officer or officers as the Executive Board may designate by resolution, may sign any contract or other instrument which the Executive Board has authorized to be executed; and, in general, the Chairman shall perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Executive Board from time to time.
 - (e) Vice Chairman: In the absence of the Chairman, or in the event of his or her inability or refusal to act, the Vice Chairman shall perform the duties of the Chairman. Whenever and so long as the ICRMT has an acting Sponsor, this office shall not be elected, but shall be filled by the Sponsor's Trustee.
 - (f) Treasurer: The Treasurer shall: (i) be responsible for all funds and securities of the ICRMT; (ii) see that accurate records are kept of all receipts and disbursements; (iii) verify that all deposits are made in the name of the ICRMT and that all securities and other valuable assets are in the name of the ICRMT in such depositories as designated by the Executive Board; (iv) oversee the disbursement of claim funds, expenses of operating the ICRMT and other disbursements as ordered by the Executive Board, making sure proper vouchers have been issued; and (v) render to the Executive Board, at each regular meeting and whenever requested by it, an account of the financial condition of the ICRMT.
 - (g) Secretary: The Secretary shall: (i) attend all meetings of the Executive Board and Trustees; (ii) give all notices required by this Agreement, resolution of the Executive Board or law; and (iii) perform such other duties as may be delegated to him or her by the Executive Board.
 - (h) Other Officers: Other officers elected or appointed by the Executive Board shall perform such duties as may be prescribed by the Executive Board from time to time.
25. **Limitation of Participant Liability**: Except to the extent of the limited contributions to be paid to the ICRMT in accordance with the terms hereof, no Participant shall be responsible for any defense or losses of, or claims against, any other Participant. This Agreement establishes a joint self-insurance trust which limits liability of its Participants to those claims and losses which are within the scope of the coverages provided herein and does not create as between Participants any relationship of surety, indemnification or responsibility for the debts of or claims against any Participant.
26. **Exculpation**: The Trustees and Executive Board shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties under this Agreement. They shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action made, taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through reasonably prudent investment of ICRMT funds. No Trustee or Executive Board member shall be liable for

any action taken or omitted by any other Trustee or Executive Board member. No Trustee or Executive Board member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder except as required by this Agreement or by law. The ICRMT shall defend, indemnify and hold harmless any Trustee or Executive Board member for actions taken by the Trustee or Executive Board member within the scope of his or her authority.

27. **Fiscal Year:** The Fiscal Year of the ICRMT shall begin on the 1st day of December and shall end on the 30th day of November of the following year.
28. **Notice:** Any notice required by this Agreement shall be in writing and shall be sufficient if delivered personally or by depositing the same in the United States mail, addressed to the person to be notified at his or her address as it appears on the records of the ICRMT, with postage thereon prepaid; provided that any notice pursuant to Paragraph 7 hereof that is mailed shall be sent by certified or registered mail, return receipt requested. If mailed notice shall be deemed to have been given on the date of mailing.
29. **Amendment:** This Agreement may be amended, altered, changed, added to or repealed at any regular or special meeting of the Executive Board by an affirmative vote of at least two-thirds of all the members of the Executive Board. Any proposed alteration, change, addition, amendment or repeal of this Agreement shall be mailed to each Executive Board member not less than ten days before such meeting; provided that an Executive Board member's vote or written consent in favor of any such alteration, change, addition, amendment or repeal shall constitute a waiver of notice of such proposed action. Each Trustee and Associate's representative shall be furnished with a copy of any changes made to this Agreement.
30. **No assignment:** No Participant may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Participant shall have any right, claim or title to any part, share, interest, funds, premiums or assets of the ICRMT.
31. **Severability:** Should any portion, term, condition or provision of this Agreement be determined by a court of competent jurisdiction to be invalid under any law of the State of Illinois or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.
32. **Complete Agreement:** The foregoing constitutes the full and complete Agreement of the parties hereto. There are no oral understandings or agreements not set forth in writing herein.
33. **Termination:** This agreement may be terminated at any annual or special meeting of the Trustees by an affirmative vote of at least two-thirds of all of the Trustees. Remaining assets after the payment of all claims and expenses and establishment of necessary reserves shall be distributed as a divided in accordance with the terms hereof.
34. **Governing Law:** This Agreement shall be interpreted in accordance with and be enforceable pursuant to the laws of the State of Illinois.

35. **Headings**: The paragraph headings contained herein are for the convenience of the parties only and are not intended to define or limit the contents of said paragraph.
36. **Pronouns**: All pronouns used in this Agreement shall be deemed to include masculine, feminine and neuter and the plurals shall be deemed to include the singular and the singular the plural whenever necessary or appropriate to effect the intent of this Agreement.
37. **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute a single instrument.
38. **Binding Effect**: The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the proper assigns and successors of the parties, including, without limitation, the successors to the signatory officials of the Participant named below.
39. **Rights and Remedies Upon Termination**: The termination of this Agreement for any reason shall not affect any right or remedy existing hereunder prior to the effective date of termination hereof.”

In all other respects, the Executive Board, on behalf of the Participants, confirms the Illinois Counties Risk Management Trust, as previously amended, reserving to itself the right further to amend or revoke the same and any amendment thereto.

Signed as of the 23rd day of September, 1996, by the duly authorized representatives of the Illinois Counties Risk Management Trust Executive Board

ILLINOIS COUNTIES RISK
MANAGEMENT TRUST

ATTEST:

By: **ORIGINAL SIGNATURES ON FILE**
Dick Erickson, ICRMT Secretary

By: **ORIGINAL SIGNATURES ON FILE**
Paul P. Hamrock, Executive Board Chairman

**FOURTH AMENDMENT TO THE
ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

On or about January 1, 1983, certain Illinois counties entered into an Agreement for Membership - Illinois Counties Risk Management Trust ("Agreement").

On November 15, 1993, the Agreement was amended and restated in its entirety.

On October 24, 1994, the Agreement was further amended.

On September 23, 1996, the Agreement was further amended and restated in its entirety.

The Executive Board, on behalf of the Participants, and upon resolutions duly adopted, hereby further amends the Agreement, as amended and restated, as follows:

1. Paragraph 13 entitled "Special Assessments" is hereby amended by adding the following thereto:

"Notwithstanding the foregoing, the Executive Board shall make no special assessments pursuant to the provisions of this paragraph for any Fiscal Year of the ICRMT beginning after November 30, 1999."

In all other respects the Executive Board, on behalf of the Participants, confirms the Illinois Counties Risk Management Trust, as amended and restated on September 23, 1996, reserving to itself the right further to amend or revoke the same and any amendment thereto.

Signed as of the 28th day of June, 1999, by the duly authorized representatives of the Illinois Counties Risk Management Trust Executive Board.

ATTEST:

ILLINOIS COUNTIES RISK
MANAGEMENT TRUST

SIGNATURE ON FILE
Eva Lynn, Secretary

SIGNATURE ON FILE
Dick Erickson, Executive Board Chairman

**FIFTH AMENDMENT TO THE
ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

On or about January 1, 1983, certain Illinois counties entered into an Agreement for Membership - Illinois Counties Risk Management Trust ("Agreement").

On November 15, 1993, the Agreement was amended and restated in its entirety.

On October 24, 1994, the Agreement was further amended.

On September 23, 1996, the Agreement was further amended and restated in its entirety.

On June 28, 1999, the Agreement was further amended.

The Executive Board, on behalf of the Participants, and upon resolutions duly adopted, hereby further amends the Agreement, as amended and restated, as follows:

1. Paragraph 22(c) entitled "Election of Executive Board" is hereby amended by adding the following thereto:

"A Trustee must be the appointed representative of a Member who is a current participant in both the ICRMT's Property and Casualty Insurance Program and the ICRMT's Workers Compensation Program to be eligible to serve on the Executive Board."

In all other respects the Executive Board, on behalf of the Participants, confirms the Illinois Counties Risk Management Trust, as amended and restated on September 23, 1996 and amended on June 28, 1999, reserving to itself the right further to amend or revoke the same and any amendment thereto.

Signed as of the 22nd day of January, 2001, by the duly authorized representatives of the Illinois Counties Risk Management Trust Executive Board.

ATTEST:

ILLINOIS COUNTIES RISK
MANAGEMENT TRUST

SIGNATURE ON FILE
Eva Lynn, Secretary

SIGNATURE ON FILE
Dick Erickson, Executive Board Chairman

**SIXTH AMENDMENT TO THE
ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

On or about January 1, 1983, certain Illinois counties entered into an Agreement for Membership - Illinois Counties Risk Management Trust ("Agreement").

On November 15, 1993, the Agreement was amended and restated in its entirety.

On October 24, 1994, the Agreement was further amended.

On September 23, 1996, the Agreement was further amended and restated in its entirety.

On June 28, 1999, the Agreement was further amended.

On January 22, 2001, the Agreement was further amended.

The Executive Board, on behalf of the Participants, and upon resolutions duly adopted, hereby further amends the Agreement, as amended and restated, as follows:

1. Paragraph 12 entitled "Annual Contribution Payment" is hereby amended by deleting it in its entirety and inserting the following language in lieu thereof:

"12. Annual Contribution Payment. The annual contribution of each Participant, as determined above, shall be paid within thirty days after the effective date of its coverage. The Executive Board, however, has authority on behalf of the ICRMT, either directly or through a third party, to extend credit to a Participant on such terms and conditions as the Executive Board deems reasonable within its sole discretion. The failure of a Participant to pay any amount when due shall subject a Participant to termination from the ICRMT as provided in Paragraph 7 hereof".

2. Paragraph 17(f) entitled "Payment" is hereby amended by deleting it in its entirety and inserting the following language in lieu thereof:

"17. (f) Payment. Each Participant shall make prompt payment of all contributions, premiums and assessments as required under this Agreement, except to the extent that credit is extended to such Participant pursuant to Paragraph 12 here. All late payments shall bear interest until paid at an annual rate equal to the lesser of 10% or the highest rate allowed by Illinois law."

In all other respects the Executive Board, on behalf of the Participants, confirms the Illinois Counties Risk Management Trust, as amended, reserving to itself the right further to amend or revoke the same and any amendment thereto.

Signed as of the 29th day of July, 2003, by the duly authorized representatives of the Illinois Counties Risk Management Trust Executive Board.

ATTEST:

ILLINOIS COUNTIES RISK
MANAGEMENT TRUST

SIGNATURE ON FILE
Eva Lynn, Secretary

SIGNATURE ON FILE
Dick Erickson, Executive Board Chairman

**SEVENTH AMENDMENT TO THE
ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

On or about January 1, 1983, certain Illinois counties entered into an Agreement for Membership - Illinois Counties Risk Management Trust ("Agreement").

On November 15, 1993, the Agreement was amended and restated in its entirety.

On October 24, 1994, the Agreement was further amended.

On September 23, 1996, the Agreement was further amended and restated in its entirety.

On June 28, 1999, the Agreement was further amended.

On January 22, 2001, the Agreement was further amended.

On July 29, 2003, the Agreement was further amended.

The Executive Board, on behalf of the Participants, and upon resolutions duly adopted, hereby further amends the Agreement, as amended and restated, as follows:

1. Paragraph 14 entitled "Dividends" is hereby amended by deleting in its entirety and inserting the following language in lieu thereof:

"14. Dividends. The following provision shall apply to the declaration, limitation on amount, eligibility, allocation, and issuance of dividends under this Agreement:

- (a) Declaration: The ICRMT Executive Board may, in its sole discretion, declare a dividend for any 12 month period ending November 30 (each, a "Dividend Period") provided that each of the following conditions has been met:
 - (i) As of the date of declaration of the dividend, the combined assets of the ICRMT, as determined by the Independent Trust Accountant pursuant to the most recent annual audited financial statement of the ICRMT, have a value in excess of the greater of (a) the ICRMT's total liabilities, including actuarially required reserves, or (b) the minimum levels established by the ICRMT Funding Policy or other similar financial guidelines, if any, then in effect applicable to declaration of dividends.
 - (ii) The Executive Board determines based on the advice of the Trust Administrator or Third Party Administrator that (a) all open claims applicable to the Dividend Period have been thoroughly reviewed and properly reserved for, in accordance with generally accepted reserving practices and the known facts of each such claim, and (b) a reasonable

factor for IBNR (incurred but not reported) claims has been applied against the losses for the Dividend Period.

- (iii) The Dividend Period has resulted in a ‘profit’ to the ICRMT, as determined by the Trust Administrator in consultation with the Independent Trust Accountant. For purposes of this provision, a “profit” occurs when for such Dividend Period the total amount of all ICRMT revenues exceeds the sum of (a) the total amount of all ICRMT expense, plus (b) the total amount of all losses incurred by the ICRMT (including but no limited to: losses from investments, claims and claims Expense payments, loss reserves and the application of any applicable loss development factor) net of any insurance available to the ICRMT for such losses.
 - (iv) There has been an increase to the ICRMT Policyholder Surplus pursuant to the most recent annual audited financial statement for the ICRMT; provided, however, that in the event of a 10% or less reduction to the ICRMT Policyholder Surplus pursuant to the most recent annual audited financial statement for the ICRMT, the Executive Board can declare a dividend notwithstanding, but only if (a) the Trust Administrator recommends that declaration of a dividend is still appropriate based on the overall financial condition of the ICRMT, and (b) each of the other conditions set out in this Section for declaration of a dividend has been met.
 - (v) No dividend or any part thereof shall be declared for any Dividend Period if either (a) less than 36 months, or (b) more than 72 months have elapsed subsequent to the end of such Dividend Period, except in the event that a dividend cannot be declared for that Dividend Period prior to 72 months solely as the result of the ICRMT’s failure to meet condition (a)(iv) above.
- (b) Limitation on Amount: Declaration and issuance of dividends shall be limited as follows:
- (i) The maximum amount of a declared dividend shall be limited to the amount by which the combined assets of the ICRMT exceed the greater of (a) the ICRMT’s total liabilities, including actuarially required reserves [pursuant to the most recent annual audited financial statement for the ICRMT, or (b) the minimum levels established by the ICRMT Fund Policy or other similar financial guideless, if any, then in effect applicable to declaration of dividends.

- (ii) In the event that the Executive Board declared a dividend for any Dividend Period less than 60 months subsequent to the expiration of such Dividend Period, such dividend shall be issued as follows:

- (aa) For any dividend declared at least 36 months but less than 48 months subsequent to the expiration of the Dividend Period, a partial dividend shall be issued for such Dividend Period, which shall not exceed 25% of the amount determined to be otherwise available for such dividend. Thereafter, the remainder of such dividend may be paid subject to any recalculation based on criteria set forth in this Paragraph 14 for declaration, limitation on amount, eligibility, allocation, and issuance of dividends, as follows: (1) at least 48 months but less than 60 months subsequent to the expiration of the Dividend Period, a further partial dividend may be issued for such Dividend Period which, combined with any partial dividend which may have been previously issued for the Dividend Period, shall not exceed 62.5% of the amount then determined to be otherwise available for such dividend, and (2) at least 60 months subsequent to the expiration of the Dividend Period, the full remainder of the amount then determined to be otherwise available for such dividend may be issued.

- (bb) For any dividend declared at least 48 months but less than 60 months subsequent to the expiration of the Dividend Period, a partial dividend shall be issued for such Dividend Period which shall not exceed 62.5% of the amount determined to be otherwise available for such dividend. Thereafter, the remainder of such dividend may be paid subject to any recalculation based on criteria set forth in this Paragraph 14 for declaration, limitation on amount, eligibility, allocation, and issuance of dividends as follows: at least 60 months subsequent to the expiration of the Dividend Period, the full remainder of the amount then determined to be otherwise available for such dividend may be issued.

- (c) Eligibility: In order to qualify for a declared dividend, a Participant must meet each of the follows qualifications:

- (i) The Participant must have been and remain a Participant in good standing in the ICRMT during the entire time from the first day of the Dividend Period through and including the date that the applicable dividend or partial dividend for such Dividend Period is issued, without interruption.

- (ii) The Participant's total premium contributions to the ICRMT for the Dividend Period must exceed for such period the sum of (a) Participant's total share of ICRMT expenses plus (b) Participant's total incurred losses (including reserves for claims and claims expense and the application of any loss development factor), each as determined by the Trust Administrator.
- (d) Allocation: Declared dividends shall be allocated and issued to each Participant which meets all of the Eligibility Requirements set forth in © above, calculated on a pro rata basis taking into account each Participant's (a) premium contributions, (b) share of the ICRMT expenses, (c) total incurred losses (including reserves for claims and claims expenses and the application of any loss development factor) and (d) self insured retentions or deductibles, in each case attributable to the Dividend Period, as determined by the Trust Administrator.
- (e) Issuance: Dividends shall be issued to eligible Participants on the date determined by the Executive Board; provided, however, that no dividend shall be issued to any Participant which has, as of the date of issuance, an overdue balance of any kind, including but not limited to amounts due the ICRMT for premium, audits, deductibles or self-insured retentions, but not including amounts subject to an authorized ICRMT payment or finance plan, which are not in default. Notwithstanding, at its discretion, the ICRMT shall have the right to offset any balance of any kind due from a Participant against any dividend or part thereof which is to be issued to such Participant".

In all other respects the Executive Board, on behalf of the Participants, confirms the Illinois Counties Risk Management Trust, as amended, reserving to itself the right further to amend or revoke the same and any amendment thereto.

Signed as of the 25th day of October, 2007, by the duly authorized representatives of the Illinois Counties Risk Management Trust Executive Board.

ATTEST: ILLINOIS COUNTIES RISK
MANAGEMENT TRUST

ORIGINAL SIGNATURE ON FILE
Eva Lynn, Secretary

ORIGINAL SIGNATURE ON FILE
Dick Erickson, Executive Board Chairman

**EIGHTH AMENDMENT TO THE
ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

On or about January 1, 1983, certain Illinois counties entered into an Agreement for Membership - Illinois Counties Risk Management Trust ("Agreement").

On November 15, 1993, the Agreement was amended and restated in its entirety.

On October 24, 1994, the Agreement was further amended.

On September 23, 1996, the Agreement was further amended and restated in its entirety.

On June 28, 1999, the Agreement was further amended.

On January 22, 2001, the Agreement was further amended.

On July 29, 2003, the Agreement was further amended.

On October 25, 2007, the Agreement was further amended.

The Executive Board, on behalf of the Participants, and upon resolutions duly adopted, hereby further amends the Agreement, as amended and restated, as follows:

1. Paragraph 5(b) entitled "Associate Status" is hereby amended by deleting it in its entirety and inserting the following language in lieu thereof:

(b) Associate Status. To be an Associate, be an Illinois Local Public Entity (other than an Illinois county). For purposes of this Agreement, "Illinois Local Public Entity" shall include a county, township, municipality, municipal corporation, school district, school board, educational service region, regional board of school trustees, trustees of schools of townships, treasurers of schools of townships, community college district, community college board, forest preserve district, park district, fire protection district, sanitary district, museum district, emergency telephone system board, and all other local governmental bodies of the State of Illinois.

In all other respects the Executive Board, on behalf of the Participants, confirms the Illinois Counties Risk Management Trust, as amended, reserving to itself the right further to amend or revoke the same and any amendment thereto.

Signed as of the 3rd day of August, 2010, by the duly authorized representatives of the Illinois Counties Risk Management Trust Executive Board.

ATTEST:

ILLINOIS COUNTIES RISK
MANAGEMENT TRUST

Eva Lynn, Secretary

By _____
James Griffin, Executive Board Chairman

**NINTH AMENDMENT TO THE
ILLINOIS COUNTIES RISK MANAGEMENT TRUST**

On or about January 1, 1983, certain Illinois counties entered into an Agreement for Membership – Illinois Counties Risk Management Trust (“Agreement”).

On November 15, 1993, the Agreement was amended and restated in its entirety.

On October 24, 1994, the Agreement was further amended.

On September 23, 1996, the Agreement was further amended and restated in its entirety.

On June 28, 1999, the Agreement was further amended.

On January 22, 2001, the Agreement was further amended.

On July 29, 2003, the Agreement was further amended.

On October 27, 2007, the Agreement was further amended.

On August 3, 2010, the Agreement was further amended.

The Executive Board, on behalf of the Participants, and upon resolutions duly adopted, hereby further amends the Agreement, as amended and restated, as follows:

1. Subparagraph (a)(iv) of Paragraph 7 entitled “Termination of Member/Associate’s Participation” is hereby amended by deleting it in its entirety and inserting the following language in lieu thereof:
 - (iv) after the initial one-year term of ICRMT participation, any Participant may terminate its participation in the ICRMT, effective as to each specific coverage afforded to the Participant under this Agreement by providing written notice of termination of participation not less than ninety (90) days prior to the effective expiration date of such coverage to the Trust Administrator at its principal office with a copy to the Executive Board. Notice required by this provision shall be deemed to have been given when deposited in a United States Post Office and sent by registered or certified mail, postage prepaid, return receipt requested.

2. Subparagraph 7(b) entitled "Effective Date" is hereby amended by deleting it in its entirety and inserting the following language in lieu thereof:

- (b) Effective Date. Pursuant to Subparagraphs 7(a)(i), (ii) and (iii), the participation of a Participant shall terminate thirty (30) days after the date notice as above has been provided unless within such thirty-day period the delinquency or failure is cured. Pursuant to Subparagraph 7(a)(iv), the participation of a Participant shall, as to each specific coverage afforded to Participant under this Agreement pursuant to which proper notice has been provided, terminate as to the effective expiration date of such coverage, unless prior to that date the Participant's notice is withdrawn.

In all other respects the Executive Board, on behalf of the Participants, confirms the Illinois Counties Risk Management Trust, as amended, reserving to itself the right further to amend or revoke the same and any amendment thereto.

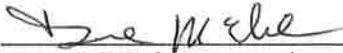
Signed as of the 23rd day of September, 2019, by the duly authorized representatives of the Illinois Counties Risk Management Trust Executive Board.

ATTEST:

ILLINOIS COUNTIES RISK
MANAGEMENT TRUST



Marc Kiehna, ICRMT Secretary



Dave McCabe, Executive Board Chairman