

ORDINANCE #196

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF THE COOPERATIVE PARTICIPATION AGREEMENT FOR THE LAW ENFORCEMENT JOINT LIABILITY PROTECTION PROGRAM, AMONG ALASKA MUNICIPALITIES THAT ARE MEMBERS OF THE ALASKA MUNICIPAL LEAGUE.

Because of the withdrawal from the state of Scottsdale Insurance Company, effective June 30, 1990, municipal governments in Alaska are currently unable to procure adequate insurance coverage for law enforcement liability at reasonable prices; and

AS 21.76, enacted by the 1986 Alaska Legislature, provides a means for local governments to join together in a joint insurance arrangement intended to mitigate the cyclical and erratic nature of the conventional insurance market; and

The not-for-profit Joint Insurance Association (hereinafter the "AML/JIA") has been established pursuant to AS 21.76 by the Alaska Municipal League to provide risk management services for Alaska municipalities, city and borough school districts, and regional education attendance areas; and

The AML/JIA has been providing pooling of risks, self-insurance management, joint purchase of insurance, claims administration, loss prevention and control, insurance defense, and other related risk management services on behalf of its members for liability other than that related to law enforcement; and

The AML/JIA has been able to assure insurance coverage for its members while obtaining significant long-term economic savings for them due to the joint buying power of the members, the nonprofit nontaxable status of the AML/JIA, the pooling and investment of deposits paid, and risk management services provided for members; and

The City wishes to participate in the Law Enforcement Joint Liability Protection Program; and

It is now necessary for potential members of the Law Enforcement Joint Liability Protection Program to express a formal commitment to become members of the pool and to make sufficient appropriations for annual premiums and assessments for a three-year term or until all payment obligations have been satisfied as provided in the Program's cooperative participation agreement.

BE IT ENACTED BY THE BETHEL CITY COUNCIL AS FOLLOWS:

SECTION 1 - The City of Bethel hereby indicates its commitment to become a founding member of the Alaska Municipal League Law Enforcement Joint Liability Protection Program, organized pursuant to AS 21.76.

SECTION 2 - The City of Bethel hereby indicates its commitment to become a member in good standing of the Alaska Municipal League.

SECTION 3 - The City Council hereby approves a Cooperative Participation Agreement (hereinafter the "Agreement") among municipalities, school districts, and regional educational attendance areas, creating the Alaska Municipal League Law Enforcement Joint Liability Protection Program, a copy of which is attached hereto and incorporated by reference. The Mayor is hereby authorized and directed to execute the Agreement and all other documents that may be necessary to effectuate the City's participation in the Law Enforcement Joint Liability Protection Program.

SECTION 4 - The City Council pledges to appropriate sufficient funds for annual premiums and assessments to enable the Agreement to go into effect on July 1, 1990, and to remain in effect for a term of at least three years or until all payment obligations have been satisfied. Amounts payable to the AML/JIA, as encumbered by the Agreement, shall be classified as "operating expenses" and are subject to annual appropriation by the City Council.

SECTION 5 - An expenditure of \$_____ is hereby appropriated and authorized in the budget for the 1991 fiscal year as a premium deposit to be paid to the AML/JIA for the first year of the Law Enforcement Joint Liability Protection Program. This Ordinance shall be effective upon enactment.

INTRODUCED: _____

PUBLIC HEARING: _____

ADOPTED: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 1990.

Tom Warner, Mayor

ATTEST:

Anna McGowan, City Clerk

DRAFT
ORDINANCE

CITY OF BETHEL, ALASKA

ORDINANCE NO. 196

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The AML/JIA has been providing pooling of risks, self-insurance management, joint purchase of insurance, claims administration, loss prevention and control, insurance defense, and other related risk management services on behalf of its members for liability other than that related to law enforcement; and

The AML/JIA has been able to assure insurance coverage for its members while obtaining significant long-term economic savings for them due to the joint buying power of the members, the nonprofit nontaxable status of the AML/JIA, the pooling and investment of deposits paid, and risk management services provided for members; and

The City wishes to participate in the Law Enforcement Joint Liability Protection Program; and

It is now necessary for potential members of the Law Enforcement Joint Liability Protection Program to express a formal commitment to become members of the pool and to make sufficient appropriations for annual premiums and assessments for a three-year term or until all payment obligations have been satisfied as provided in the Program's cooperative participation agreement;

BE IT ENACTED BY THE BETHEL CITY COUNCIL AS FOLLOWS:

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Section 4. The City Council pledges to appropriate sufficient funds for annual premiums and assessments to enable the Agreement to go into effect on July 1, 1990, and to remain in effect for a term of at least three years or until all payment obligations have been satisfied. Amounts payable to the AML JIA, as encumbered by the Agreement, shall be classified as "operating expenses" and are subject to annual appropriation by the City Council.

Section 5. An expenditure of \$_____ is hereby appropriated and authorized in the budget for the 1991 fiscal year as a premium deposit to be paid to the AML JIA for the first year of the Law Enforcement Joint Liability Protection Program. This Ordinance shall be effective upon enactment.

INTRODUCTION: _____

PUBLIC HEARING: _____

PASSED and APPROVED by the BETHEL CITY COUNCIL THIS _____
day of _____, 1990.

MAYOR

ATTEST:

CITY CLERK

MODEL ORDINANCE TO BE USED BY CITY COUNCILS AND ASSEMBLIES

MUNICIPALITY _____

ORDINANCE NO. _____

* * * * *

AN ORDINANCE TO AUTHORIZE THE EXECUTION OF THE COOPERATIVE PARTICIPATION AGREEMENT FOR THE LAW ENFORCEMENT JOINT LIABILITY PROTECTION PROGRAM, AMONG ALASKA MUNICIPALITIES THAT ARE MEMBERS OF THE ALASKA MUNICIPAL LEAGUE

* * * * *

WHEREAS, because of the withdrawal from the state of Scottsdale Insurance Company, effective June 30, 1990, municipal governments in Alaska are currently unable to procure adequate insurance coverage for law enforcement liability at reasonable prices; and

WHEREAS, AS 21.76, enacted by the 1986 Alaska Legislature, provides a means for local governments to join together in a joint insurance arrangement intended to mitigate the cyclical and erratic nature of the conventional insurance market; and

WHEREAS, the not-for-profit Joint Insurance Association (hereinafter the "AML/JIA") has been established pursuant to AS 21.76 by the Alaska Municipal League to provide risk management services for Alaska municipalities, city and borough school districts, and regional education attendance areas; and

WHEREAS, the AML/JIA has been providing pooling of risks, self-insurance management, joint purchase of insurance, claims administration, loss prevention and control, insurance defense, and other related risk management services on behalf of its members for liability other than that related to law enforcement; and

[Option 1 (for members of first pool):

WHEREAS, the City of _____, as a charter member of the AML/JIA, has been able to assure insurance coverage while obtaining significant long-term economic benefits due to the joint buying power of the AML/JIA, the pooling and investment of deposits paid, and risk management services provided for members; and]

[Option 2 (for new members):

WHEREAS, the AML/JIA has been able to assure insurance coverage for its members while obtaining significant long-term economic savings

F A X T R A N S M I T T A L M E M O

TO: Anna
DEPT: Rethel FAX #: 543-4171
FROM: Conner PHONE: 586-3223
CO: AML/JIA FAX #: 463-5480

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for them due to the joint buying power of the members, the nonprofit nontaxable status of the AML/JIA, the pooling and investment of deposits paid, and risk management services provided for members; and]

WHEREAS, the City wishes to participate in the Law Enforcement Joint Liability Protection Program; and

WHEREAS, it is now necessary for potential members of the Law Enforcement Joint Liability Protection Program to express a formal commitment to become members of the pool and to make sufficient appropriations for annual premiums and assessments for a three-year term or until all payment obligations have been satisfied as provided in the Program's cooperative participation agreement;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____, ALASKA AS FOLLOWS:

Section 1. The City of _____ hereby indicates its commitment to become a founding member of the Alaska Municipal League Law Enforcement Joint Liability Protection Program, organized pursuant to AS 21.76.

Section 2. The City of _____ hereby indicates its commitment to [become / remain] a member in good standing of the Alaska Municipal League.

Section 3. The City Council hereby approves a Cooperative Participation Agreement (hereinafter the "Agreement") among municipalities, school districts, and regional educational attendance areas, creating the Alaska Municipal League Law Enforcement Joint Liability Protection Program, a copy of which is attached hereto and incorporated by reference. The Mayor is hereby authorized and directed to execute the Agreement and all other documents that may be necessary to effectuate the City's participation in the Law Enforcement Joint Liability Protection Program.

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Section 5. An expenditure of \$ _____ is hereby appropriated and authorized in the budget for the 1991 fiscal year as a premium deposit to be paid to the AML/JIA for the first year of the Law Enforcement Joint Liability Protection Program.

Section 5. This Ordinance shall be effective upon enactment.

ENACTED this ____ day of _____, 1990.

Mayor

ATTEST:

City Clerk

Attachment (1)

Introduced by: _____
First Reading: _____
Enacted: _____