

# Policy on Obligations Upon Withdrawal or Expulsion

Pool members are responsible for the Pool's goals and objectives. All participants are responsible for the losses and directly benefit from the savings of the Pool. For the purpose of this policy, a loss is defined as the dollar amount of incurred losses including payments made on behalf of a county resulting from a claim made against the Pool. Payment of a loss includes all expenditures necessary to defend, settle or litigate a claim.

When a member withdraws or is expelled from a coverage program(s) within the Pool, the member is no longer entitled to any reimbursement or abatement of contributions previously paid or that the member is currently obligated to pay. A member continues to be responsible for its obligations even after withdrawal or expulsion from a coverage program within the Pool. Obligations of members include each county's own loss experience, as that may develop over time, as well as a proportionate share of expenses and losses for the entire Pool. Obligations of members that withdraw or are expelled also include cooperating fully with the Pool's attorneys and Administrator, and any other agent, contractor or officer of the Pool. In this way, the member continues to be held accountable for any losses that occurred during the term of its membership. The Pool has the right to assess a county for obligations and for losses that exceed its respective contributions to the coverage program fund. The assessment, whether for individual member counties or for all members of a coverage program within the Pool, will apply to the particular fund year or years in which the adverse losses occurred.

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Passed by unanimous consent of the NMCI Pool Board of Directors on May 12, 2021.

Revised/passed by unanimous consent of the NMCI Workers' Compensation Fund Board of Directors on December 17, 2015.

Revised/passed by unanimous consent of the NMCI Multi-Line Pool Board of Directors on December 16, 2015.

Passed by unanimous consent of the New Mexico Counties Workers' Compensation Fund Board of Directors on January 9, 1992. Reported to the Workers' Compensation Pool General Membership on January 21, 1992.

Passed by unanimous consent of the NMCI Multi-Line Pool Board of Directors on April 29, 1992.

# BYLAWS OF THE NEW MEXICO COUNTY INSURANCE AUTHORITY

## **Section I. – Purpose**

The purpose of these Bylaws is to provide for the regulation and implementation of the New Mexico County Insurance Authority, except as otherwise provided by statute or the New Mexico County Insurance Authority Joint Powers Agreement approved by the General Membership on June 19, 2019, (“JPA”).

## **Section II. – Definitions**

The following terms shall have the meaning set out below:

- A. ADMINISTRATOR — New Mexico Association of Counties (D.B.A. “New Mexico Counties”) or such other Administrator with whom the Board contracts for administrative services.
- B. AUTHORITY — The New Mexico County Insurance Authority formed, pursuant to the statutes of this state by the JPA.
- C. BOARD OF DIRECTORS or BOARD — The Board of Directors of the Authority.
- D. BYLAWS — The Authority’s Bylaws adopted or amended in accordance with Article IX of the JPA .
- E. DAYS – Days shall mean business days, unless specified otherwise.
- F. FUND — A fund of public monies established by the Authority to self-insure certain risks jointly within the scope defined herein and in the JPA, to purchase excess insurance or reinsurance when deemed prudent, and to pay the necessary expenses for the operation of the Authority.
- G. DIRECTOR — An elected or appointed officer or employee of a Member who serves as a member of the Board of Directors.
- H. GENERAL MEMBERSHIP MEETING— A meeting of the Member Representatives collectively.
- I. MEMBER — Those New Mexico counties who (i) are, on the effective date of the JPA, parties to the Workers’ Compensation Fund JPA and/or Multi-Line Pool JPA or (ii) after the effective date of the JPA, execute a copy of the JPA after being admitted pursuant to the Bylaws and (iii) who have not withdrawn or been expelled from the Authority and maintain at least one line of coverage from the Authority.
- J. MEMBER REPRESENTATIVE — That person who is an elected or appointed officer or employee of a Member and is appointed by the governing body of the Member to be the Member’s official representative for the purposes set out in this JPA.
- K. NOTICE – Notice given in writing by regular mail or by electronic mail.
- L. PARTICIPANT – Those non-county political subdivisions and local public bodies approved by the Board to participate in the self-insurance pool created by this Agreement.

### **Section III. – Membership**

- A. The membership of the Authority shall be limited to New Mexico counties.
- B. New or returning Members to the Authority or a coverage program within the pool shall be admitted upon two-thirds (2/3) majority vote of all Directors serving on the Board, only after approval of the governing body of the prospective Member and a determination by the Board that the new Member will not detrimentally affect the financial status of the Authority or the contribution rates of other members; that the new Member has agreed to accept the obligations of members set forth in this JPA and the Bylaws; and that the new Member has paid the required sums. In the event that an additional Member is approved by the Board, that new Member shall execute a copy of this JPA.
- C. All Members of the Authority, unless expelled pursuant to the expulsion provisions of these Bylaws, may remain Members indefinitely and shall remain Members for a period of at least three years from the time they join or rejoin the pool.
- D. A new or returning Member to the Authority or a coverage program within the pool may be required to make a capital adequacy contribution in addition to annual contributions and fees, as determined by the Board. The Administrator shall recommend to the Board the amount of capital adequacy contribution and terms of payment for the Board to consider as a condition of approving the new or returning Member's membership. Returning Members may also be required to reimburse the Authority the costs previously borne by remaining members during the returning Member's absence including unfunded liabilities, reinsurance premiums, or administrative expenses redistributed as a result of the withdrawal.
- E. Membership Obligations
  - 1. To pay promptly all contributions or other payments to the Authority at such times and in such amounts as set by the Board. Any delinquent payments shall be paid with interest which shall be equivalent to the prime interest rate, on the date of delinquency, of the financial institution which invests the majority of the Authority's money. Payments will be considered delinquent 45 calendar days following the due date.
  - 2. To designate in writing a Member Representative and one alternate for General Membership meetings. The Member Representative and any alternate must be an employee or elected official of the Member. Any designated alternate may exercise all the powers of a Member Representative during a General Membership Meeting in the absence of the Member Representative.
  - 3. To follow the loss reduction and prevention procedures established, authorized or endorsed by the Board.
  - 4. To comply with its obligations under Coverage Agreements issued by the Authority.
  - 5. To submit materially complete and accurate applications for coverages.
- F. Procedure for General Membership Meetings
  - 1. The General Membership shall meet at least once annually in conjunction with the Legislative Conference of the New Mexico Association of Counties with notice by the Administrator to each Member at least fifteen (15) calendar days in advance.

2. Special meetings may be called by the Chair of the Board of Directors or pursuant to a procedure to be established by the Board. Any items considered at the special meeting must be approved by a two-thirds vote of the Member Representatives present at the Special General Membership meeting, unless specified otherwise in these Bylaws or the JPA. Notice of special membership meetings shall be sent by the Administrator to each Member at least fifteen (15) calendar days in advance.
3. The Chair of the Board, or the Vice Chair if the Chair is absent, shall preside at all meetings.
4. A simple majority of the Member Representatives shall constitute a quorum to do business.
5. No absentee or proxy voting shall be allowed.
6. Each Member shall be entitled to one vote on each issue to be cast by its Member Representative.
7. Meetings shall comply with the Open Meetings Act. On any questions requiring a vote of the entire General Membership, notice shall be given by the Administrator at least fifteen (15) calendar days in advance.

#### **Section IV. – Board of Directors**

##### **A. Board of Directors composition**

1. GROUP I – Group I Directors shall be based on geographical representation. Only Member Representatives from the counties in each respective district, as listed below, are eligible to vote for the Director in their district.
  - District 1 (Northwest): Cibola, Los Alamos, McKinley, Rio Arriba, Taos, Torrance, Valencia
  - District 2 (Northeast): Colfax, Curry, Guadalupe, Harding, Mora, Quay, San Miguel, Union
  - District 3 (Southwest): Catron, Grant, Hidalgo, Luna, Sierra, Socorro
  - District 4 (Southeast): Chaves, De Baca, Eddy, Lea, Lincoln, Roosevelt, Otero
2. GROUP II – Group II Directors shall be chosen by the Class A county's board of county commissioners. The Class A Counties are: Bernalillo, Doña Ana, San Juan, Santa Fe, and Sandoval. Each Class A County Member shall have at least one Director on the Board. Additionally, the board(s) of county commissioners of Class A counties receiving both Workers' Compensation and Multi-line coverage from the Authority, and having a population of three hundred thousand or more pursuant to the most recent federal decennial census, may appoint a second member to the Board.
3. GROUP III – There shall be three Group III Directors, one representing Members with populations up to 16, 000 (small county Director), one representing Members with populations over 16,000 and below 35,000 (mid-level-low county Director), and one representing Members with populations over 35,000 and below 100,000 (mid-level-high county Director). Only Member Representatives from counties with populations of 16,000 and below are eligible to vote for the small county Director. Only Member Representatives from counties with populations over 16,000 and below 35,000 are eligible to vote for the mid-level-low county Director. Only Member Representatives from counties with populations of over 35,000 and below 100,000

are eligible to vote for the mid-level-high county Director. Population categories will be determined by the most recent decennial census.

4. BOARD RATIFICATION - Prior to being seated, each Director is subject to ratification by the Board which has sole authority to seat and may, in its sole discretion, refuse to seat a Director whom it determines is not qualified for office. This provision does not apply to the initial Board elected (and seated) by the General Membership directly following the adoption of the JPA.
5. EX OFFICIO DIRECTORS - The President and President Elect of the New Mexico Association of Counties, and a representative of the New Mexico Association of Counties Attorney Affiliate, shall serve as ex-officio, non-voting Directors of the Board.

#### B. Procedure for Board Elections, Removals, and Vacancies

1. Election of Directors from Group I and Group III shall take place at the annual General Membership meeting. Those persons receiving the largest number of votes shall be elected to the available positions and they shall assume office at the first Board meeting following their election.
2. Terms of the Directors shall be two-year overlapping terms, or until their successors are elected, except that the Directors first elected from Group I will be elected for an initial one-year term and the remaining Directors will be elected for two-year term.
3. When a Director ceases to be an elected or appointed officer or employee of a Member, or resigns from the Board, the Director's position will be deemed vacant.
4. A Director's position may be declared vacant by the Board, when the Director has accumulated two (2) consecutive unexcused absences at duly called meetings for which the Director has received notice.
5. By the affirmative vote of two-thirds (2/3) of the Directors then serving, the Board of Directors may remove a Director from office at any time, with or without cause, whenever the Board of Directors, in its sole discretion, deems such removal to be in the best interests of the Authority, thereby creating a vacancy on the Board.
6. Any vacancy on the Board from Group I or Group III shall be filled by a majority vote of the remaining Directors until the next annual General Membership Meeting, at which time the Members shall elect a person to fill the vacancy for the unexpired term.
7. Any vacancy on the Board from Group II shall be filled only after receiving a nomination from the Class A county's board of county commissioners and ratification by the Board.
8. In the event there are no Members present within a group or district to elect a Director, that Director shall be elected at large by the General Membership at a General Membership meeting.

#### C. Officers, Meetings, Procedures

1. The Board shall fix the date, time, and place of regular meetings.
2. At the first Board meeting following the General Membership Meeting, the Board shall elect a Chair and Vice Chair in accordance with a procedure adopted by the Board.

3. Special meetings may be called by the Chair or by a majority of Directors pursuant to the New Mexico Open Meetings Act.
4. A majority of voting Directors shall constitute a quorum to do business. All acts of the Board shall require a majority vote of the Directors present, except as otherwise specifically provided in the JPA or these Bylaws. The Board shall adopt such procedures as are deemed necessary and desirable for the conduct of its business.
5. Directors may be reimbursed for expenses incurred in the performance of their duties, as authorized by the Board.
6. The Administrator shall designate an attorney to serve as counsel to the Board during Board meetings.

#### D. Board Duties

1. To provide for the administration of the Authority through a contract with the Administrator;
2. To assure that the Authority remains financially solvent;
3. To approve and comply with a code of conduct;
4. To set contributions and/or special assessments sufficient to maintain the Authority by a two-thirds (2/3) vote of Directors present at the meeting;
5. To serve as the policyholder of any policies or plans;
6. To approve coverage agreements and the types of coverage, including, the limits of liability on any excess insurance and reinsurance policies, and any tail coverage available to expelled or withdrawn Members;
7. To admit any new Member by majority vote of all Directors serving on the Board, in accordance with Section III;
8. To approve requests for participation in the Authority from non-county, political subdivisions, and other public entities of the State of New Mexico, by a two-thirds (2/3) vote of the entire Board. Non-county participation shall be limited to those non-county political subdivisions, and other public entities of the State of New Mexico that demonstrate compliance with the requirements set out in Section III(B), and participation is allowed only to the extent provided for in the JPA, these Bylaws, and any policies adopted by the Board;
9. To adopt or revise a budget for the Authority by a two-thirds (2/3) vote of Directors present at the meeting;
10. To select insurance brokers;
11. To purchase excess insurance and/or reinsurance to protect against losses when deemed prudent;
12. To select an actuary who shall conduct an annual review of the Fund(s) and make recommendations to the Board based on such review;
13. To select an independent audit firm to conduct an audit of claim handling procedures, payments, and overall operations of the Authority, at such time as the Board may determine appropriate;
14. To approve the policies and procedures for the approval, denial, and handling of claims, as set out in the Authority's claims manual;

15. To approve policies for the investment, management, and control of funds;
16. To establish any policies necessary for the implementation of the JPA;
17. To review financial statements to account for income, expenses, assets, and liabilities of the Authority at each regularly scheduled Board meeting;
18. To provide Members at least one hundred twenty (120) calendar days' notice of the Authority's intent to cancel a Member's coverage on a particular line of coverage (absent extraordinary circumstances warranting a shorter notice period).
19. To provide to Members annually:
  - a. An audit of the Authority in accordance with state law; and
  - b. An annual report of operations;
20. To amend these Bylaws by a two-thirds (2/3) vote of the entire Board of Directors. However, the Board shall not make or change any bylaw which would negate, nullify, or conflict with the definition of a term set forth in the JPA without also amending the JPA to encompass such additions or changes to the Bylaws. Where the addition or change to the Bylaws has no effect on any term of the JPA, there will be no need or requirement to amend the JPA. If there should ever be any conflict between a term or condition as set forth in the JPA and a term or condition as set forth in the bylaws, the term or condition as set forth in the JPA shall be controlling;
21. To delegate, by motion adopted at a meeting by two-thirds (2/3) of Directors present, any of its powers to one or more Directors, the Administrator, or to or any other person; and
22. To implement the dissolution and disbursement of assets of the Authority following the dissolution determination of the General Membership.
23. To perform any task or function necessary to implement the purposes of the JPA or the policies of the Board.

#### **Section V. – Liability of Board and Administrator**

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

#### **Section VI. – Procedure for Withdrawal of Members**

- A. Any Member may withdraw from the Authority or a coverage program within the pool at the end of any fiscal year by giving at least one hundred twenty (120) calendar days' notice in writing to the Administrator that it may withdraw. A withdrawn Member shall lose all

voting rights and privileges. The withdrawn Member shall not be entitled to any reimbursement of previously paid contributions or any contributions currently due and shall continue to be obligated to make payment for which an obligation arose prior to withdrawal. For the coverage program(s) from which a member has withdrawn, the Member shall forfeit any right to equity, surplus distribution or reimbursement of contributions relating to any coverage period prior to withdrawal, regardless of whether the Member subsequently rejoins the pool. Any claim of title or interest to any asset of the Authority, and any continuing obligation of the Authority to the Member or of the Member to the Authority, after the Member's withdrawal, shall be as determined by these Bylaws and any policy adopted by the Board.

#### **Section VII. – Procedure for Expulsion of Members**

- A. A Member that fails to make any payment due the Authority may be expelled from the Authority or a coverage program within the pool on the sixtieth day following the due date, unless time for payment is extended by the Board or the Administrator and payment is made within any extended period.
- B. A Member may be expelled from the Authority or a coverage program within the pool for failure to carry out any other obligation of the Member, subject to the following:
  - 1. The Member shall receive notice from the Board of the alleged failure and be provided no less than thirty (30) calendar days in which to cure the alleged failure, along with notice that expulsion would result if the failure is not so cured.
  - 2. The Member may request a hearing before the Board prior to any decision on the expulsion. The request shall be made in writing to the Board at least five (5) days before the end of the period given by the Board to cure the alleged failure. At such hearing, the Member will be afforded an opportunity to present its case against expulsion.
  - 3. If no request for hearing is received prior to any decision on the expulsion, and if the failure is not cured within the time required by the Board's notice or any extension of such time as the Board may grant, the Board may expel the Member.
  - 4. The Board shall provide the Member at least ten (10) days prior written notice of the time and place of any requested hearing.
  - 5. Expulsion shall be in addition to any other remedy which may exist.
- C. An expelled Member shall lose all voting rights and privileges. The expelled Member shall not be entitled to any reimbursement of previously paid contributions or any contributions currently due, to the Authority or a coverage program within the pool and shall continue to be obligated to make payment for which an obligation arose prior to expulsion. An expelled Member shall forfeit any right to equity, surplus distribution, or reimbursement of contributions relating to any coverage period prior to expulsion, regardless of whether the Member subsequently rejoins the pool. This forfeiture shall only apply to the coverage program(s) from which the Member was expelled. Any claim of title or interest to any asset of the Authority, and any continuing obligation of the Authority to the Member or of the Member to the Authority, after the Member's expulsion, shall be as determined by these Bylaws and any policy adopted by the Board.

#### **Section VIII. – Procedure for Readmission of Members**

A Member that withdraws or is expelled from the Authority or a coverage program within the pool shall not be eligible for readmission into the Authority or a coverage program within the pool for a period of three (3) years from the effective date of withdrawal or



expulsion. Any readmission shall require compliance with all provisions governing new membership, including approval by a two-thirds (2/3) vote of the Board and payment of any required capital adequacy and cost recovery amounts.

**[ADOPTED, by majority vote of the New Mexico County Insurance Authority Board of Directors, November 17, 2025]**