

**ADDENDUM TO VACo  
MEMBER AGREEMENT**

LINE OF DUTY  
ADDENDUM TO THE  
MEMBER AGREEMENT FOR  
VIRGINIA ASSOCIATION OF COUNTIES  
GROUP SELF INSURANCE RISK POOL

THIS ADDENDUM IS EFFECTIVE IF THE APPROPRIATE CONTRIBUTION IS PAID FOR LINE OF DUTY COVERAGE.

THIS AGREEMENT, in addition to the general conditions and agreements contained in the Member Agreement for Virginia Association of Counties Group Self Insurance Risk Pool, which are incorporated herein and made a part hereof, the following provisions apply exclusively to Line of Duty coverage, pursuant to the Line of Duty Act, Chapter 4 of Title 9.1 of the Code of Virginia, between all the parties who are now or may hereafter become Members of the Line of Duty coverage of the Virginia Association of Counties Group Self Insurance Risk Pool (VACoRP), a Group of political subdivisions;

WHEREAS, the Members of the Group have agreed to provide for joint and cooperative action to self-insure and to pool their separate liabilities arising pursuant to the terms of the Line of Duty Act ("LODA");

WHEREAS, the Members intend this Addendum as a mutual covenant of assumption of joint and several liability and shall not be deemed to form or to be a partnership;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations contained herein, which are given by the Group and each Member to each other Member and so accepted by each Member and the Group, the parties hereto covenant and agree as follows:

1. Membership

Each Member hereby agrees that the Group may admit as Members of the Pool only acceptable political subdivisions in the Commonwealth of Virginia or agencies thereof as defined in Chapter 27 of Title 15.2 of the Code of Virginia. Subject to the provisions of Chapter 27 of Title 15.2 of the Code of Virginia, and rules adopted thereunder relating to the approval of Members and the Group's bylaws, the Board shall be sole judge as to whether or not an applicant shall be admitted to membership. Each Member agrees that a Member may, at the sole discretion of the Board, be terminated from membership in the Pool at any time after ninety (90) days notice in writing has been given to such Member, except that a Member may be terminated at any date after thirty (30) days written notice to such Member for non-payment of contributions or assessments. Except as otherwise expressly provided, no liability shall accrue to the Pool or to the remaining Members for any liability of any terminated Member arising subsequent to the date of termination specified in said notice and such terminated Member shall be separately and solely responsible for any liability arising thereafter.

2. Limit of Liability

Each and all of the Members jointly and severally agree to assume, pay and discharge any liability under LODA of any and all Member employers; and each Member agrees to pay such assessments as may be required pursuant to paragraph 15 of the Member Agreement.

Liability of VACoRP to the employees of any Member is specifically limited to such obligations as are imposed by law against the employer Member under LODA to the extent applied for and approved by the Group. Upon approval by the Board, liability of VACoRP extends to certain volunteer employees of a Member as specified in LODA upon the Member's compliance with the requirements of LODA.

3. Inspection of Member's Facilities and Records

The Board, the Administrator, the Service Agent, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery, and appliances covered by this Addendum, and shall be permitted at all reasonable times within two (2) years after the final termination of the membership to examine Member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the contribution which is payable under the terms hereof.

4. Risk Management

In the event of an accident or a reported claim, each Member agrees to make immediate provision for the care of his employee, and to give immediate notification of the accident to the Service Agent on the prescribed forms. Costs of such care shall be paid by the Group to the extent required by LODA.

5. Punitive or Exemplary Damages

The coverage of the Group shall not apply to punitive or exemplary damages asserted or awarded by or to any employee of any Member under LODA whether because of bodily injury to an employee employed in violation of law, or otherwise.

6. Disbursements

The Members jointly and severally covenant and agree that there shall be no disbursements to Members or former Members of the Group out of funds of the Group by way of dividends or distribution of claim reserves until after provision has been made for all obligations of the Group under LODA and except at the discretion of the Board upon application to and approval by the State Corporation Commission, Bureau of Insurance.

7. Miscellaneous

a. The Group, the Member which is a party hereto, and each other Member, whether now or to become a Member, agree to be bound by all the terms and conditions of this Agreement

b. If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to that end the provisions of this Agreement are severable.

c. The Association and each Member agree with each other Member, whether now or to become a Member, to be bound by all the terms and conditions to this Agreement.

IN WITNESS WHEREOF, this Addendum is executed on behalf of the Member named herein and by the Group on behalf of the Members collectively, each by a duly authorized representative.

By: Michael W. Johnson \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative

Name: Southampton County \_\_\_\_\_  
Member Organization Name

VIRGINIA ASSOCIATION OF COUNTIES  
GROUP SELF INSURANCE RISK POOL (VACoRP)

By: \_\_\_\_\_  
Authorized Representative

*[Faint handwritten notes and signatures at the bottom of the page]*