

SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT
JOINT POWERS AUTHORITY AGREEMENT
(AS AMENDED)

THIS DOCUMENT is an Amendment to the Joint Powers Agreement dated April 15, 1996 (“the JPA Agreement”), and is made and entered into by the public educational agencies comprising the San Diego County Schools Risk Management Joint Powers Authority, amending and superseding all provisions of the original JPA Agreement, effective upon final execution by a majority of the member public agencies.

WITNESSETH;

WHEREAS, Sections 25214 and 81602 of the Education Code of the State of California authorize governing of school districts, community colleges, regional occupation centers and other public educational agencies and joint powers authorities to provide protection from school funds for the purpose of covering liability, property and other losses.

WHEREAS, the governing boards of the participating public educational agencies have determined that it is beneficial to establish a program of self-insurance and risk management for liability, property, and other losses.

WHEREAS, Section 39603 and 81603 of the Education Code of the State of California authorize the governing boards of the participating public agencies to establish a Joint Powers Authority pursuant to Article 1 (commencing with Section 6500 of Chapter 5 of Division 7 of Title 1) of the Government Code of the State of California.

WHEREAS, it has been determined by the governing boards of the participating public agencies that a Joint Powers Authority providing certain self-insurance for liability, property and other losses is of value on an individual and on a mutual basis.

WHEREAS, the participating public agencies, pursuant to the statutory authority and on the basis of the referenced determination, previously formed and/or as later joined the San Diego County Schools Risk Management Joint Powers Authority for the purposes referenced, and need and desire to continue to provide for ongoing and future cooperative self-insurance and risk management programs through a continuation of the Joint Powers Authority.

NOW THEREFORE, the participating member public agencies for and in consideration of the mutual benefits, promises and agreement set forth herein, individually and mutually agree as follows:

1. CONTINUATION OF JOINT POWERS ENTITY

Pursuant to the provision of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) the parties have created and elect to continue a public agency and Joint Powers Authority, separate and apart from the member public agencies, known as the San Diego County Schools Risk Management Joint Powers Authority or “SDCSRMJPA”.

2. FUNCTIONS OF SDCSRMJPA

SDCSRMJPA is established and shall continue to operate for the purpose of administering this JPA Agreement, pursuant to the joint powers provisions of the Government Code, and to exercise such common powers jointly by creating a regional authority that will provide the parties to this JPA Agreement with a program for the establishment and operation of cooperative self-insurance and risk management programs. The functions of SDCSRMJPA are to design and implement cooperative self-insurance and risk management programs, to provide ancillary services and related programs, provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding insurance, self-insurance and other related plans and to perform such other functions as may be necessary or appropriate to carry out this JPA Agreement.

3. FORMATION OF THE EXECUTIVE COMMITTEE

There presently is, and shall continue to be, an Executive Committee comprised of not less than nine (9) representatives from member public agencies. The participating agencies through their representatives on the Board of Directors or their respective alternates shall vote for members of the Executive Committee except as otherwise provided in the Bylaws. The number of members of the Executive Committee, the representative categories, the terms of office and the appointment of other advisory bodies or committees, shall be prescribed by the Bylaws.

4. SDCSRMJPA BYLAWS

SDCSRMJPA will be maintained, operated and governed pursuant to the Bylaws, as initially developed and published, and as amended by the Executive Committee and approved by the Board of Directors. These Bylaws will contain the terms and conditions under which each individual agency will participate in SDCSRMJPA and SDCSRMJPA's self-insurance and risk management programs, including, but not limited to, provisions for allocations of losses, the establishment of reserves, administrative costs, withdrawal from SDCSRMJPA and distribution of any unobligated funds upon dissolution of SDCSRMJPA, and such other operational details and procedures as shall be adopted by the Executive Committee and approved by the Board of Directors. A copy of the Bylaws will be provided to each of the participating public agencies. Each party that elects to participate agrees to comply with and to be bound by the provisions of the Bylaws and further agrees that SDCSRMJPA will be operated pursuant to this JPA Agreement and the Bylaws.

5. RESPONSIBILITIES OF SDCSRMJPA

SDCSRMJPA shall be responsible for the operation of the Joint Powers Authority, for the implementation of this JPA Agreement and for the protection of the interests of the member public agencies. SDCSRMJPA, through its Board of Directors and Executive Committee, shall:

- (a) provide for a plan and system for self-insurance and risk management for liability, property and other losses;
- (b) provide for the administration of SDCSRMJPA, and may designate, retain or terminate administrative staff or third party administrative personnel or agencies for such service;
- (c) be responsible for public funds placed on deposit;
- (d) take actions that serve in the best interests of the collective membership; and
- (e) ensure that timely and appropriate communications are maintained with the member public agencies through their designees.

6. RESPONSIBILITIES OF THE PARTICIPATING PUBLIC AGENCIES

Each participating public agency in SDCSRMJPA shall:

- (a) cooperate in research and development conducted by SDCSRMJPA by furnishing all statistical data, experience data and other information as may be requested by SDCSRMJPA;
- (b) pay such amounts as are determined to be due to cover premiums, deductibles, self-insured losses until concluded, and other costs or obligations incurred by SDCSRMJPA;
- (c) cooperate and participate in risk management and related programs and services offered by SDCSRMJPA;
- (d) comply with the terms of the JPA Agreement and the Bylaws; and
- (e) provide input to SDCSRMJPA, through their designees, on

SDCSRMJPA's programs and operations so as to continue to assure and promote needed programs and responsiveness to cultural sensitivity and diversity in program management and operation.

7. ANNUAL AUDIT AND AUDIT REPORTS

The Executive Committee shall cause an annual audit to be made with respect to all receipts and disbursements by a Certified Public Accountant or public accountant, and a report of such audit shall be filed as a public record with each of the participating agencies and also with the county auditor of each county in which the participating public agency is located. Such report shall be filed no later than twelve (12) months after the end of the fiscal year under examination. All costs of such audit shall be approved by the Executive Committee and paid by SDCSRMJPA as a charge against funds established in the Bylaws for administrative support.

8. AMENDMENTS

Any amendment to this JPA Agreement must be approved by the Executive Committee, and shall then require that at least a majority of the parties to the JPA Agreement tender a formal response to the proposed amendment, with approval by at least two-thirds of the respondents required for enactment of the amendment.

9. SEVERABILITY

Should any portion, term, condition or provision of this JPA Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

10. EXECUTION

This JPA Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such

separately executed copies shall be treated as a single copy executed by all such participating public agencies.

SAN DIEGO COUNTY SCHOOLS
RISK MANAGEMENT JOINT
POWERS AUTHORITY

_____ DISTRICT

By: _____

By: _____

Typed or Printed Name

Typed or Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Date Approved
By Executive Board: _____