



Tuolumne Joint Powers Authority

JOINT POWERS AGREEMENT

&

BYLAWS

(Agreement Revised: February 1, 2001)
(Bylaw Article VI Revised: April 5, 2001)
(Bylaw Articles III and IX Revised: February 5, 2004)
(Bylaw Article V Revised: February 3, 2005)
(Bylaw Article VI Revised: May 5, 2005)
(Agreement Revised: April 3, 2008)
(Bylaw Article IV Revised: February 5, 2009)
(Agreement Revised: July 1, 2011)
(Bylaw Article III Revised: May 10, 2012)
(Bylaw Article VIII Revised: May 9, 2013)
(Bylaw Article VIII Revised: May 5, 2015)
(Agreement Revised and Bylaw Articles I, III, IV, VIII: February 1, 2018)
(Bylaw Section 4: Revised August 26, 2021)
(Bylaw Article III: Revised February 3, 2022)
(Bylaw Article III and Article VII: Revised April 14, 2022)
(Bylaw Article IV: Revised February 2, 2023)
(Bylaw Article III: Revised February 8, 2024)
(Agreement Revised and Bylaw Articles III, V April 11, 2024)

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**JOINT EXERCISE OF POWERS AGREEMENT FOR THE OPERATION OF
A COMMON RISK MANAGEMENT AND INSURANCE PROGRAM**

TUOLUMNE JOINT POWERS AUTHORITY

THIS AGREEMENT dated for convenience as of April 11, 2024 by and among public agencies recorded by name per addenda to and made a part of this Agreement.

W I T N E S S E T H:

WHEREAS, public school districts have certain obligations under the Asbestos Hazard Emergency Response Act (15 USC 2641-2654) and regulations issued there under by the Environmental Protection Agency, and

WHEREAS, Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the California Government Code permits two or more public agencies to jointly exercise any power common to the contracting parties; and

WHEREAS, the participating members desire to enter into an agreement pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code to provide pooled and/or self-funded property/liability, workers' compensation,

NOW, THEREFORE, and for consideration of all the mutual benefits, covenants and agreements contained, the parties hereto agree as follows:

SECTION 1. PURPOSE AND DEFINITION

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code between the members of Authority, all of which are public agencies, recorded per addenda to this Agreement. Each of such public agencies possesses the powers referred to in the above recitals. The purposes of this Agreement include: exercising powers jointly by acquiring a single policy or policies of insurance (or service contracts) for workers' compensation and property/liability; providing the means by which coverage for workers' compensation and property/liability may be provided through self- insurance and/or pooled contribution and liability; providing for the establishment and maintenance of funds for the purpose of paying the costs of such a program; jointly carrying out the duties and responsibilities imposed upon the members by the Asbestos Hazard Emergency Response Act and implementing regulations; and providing for the purchase of such additional forms of insurance or service contracts as may be deemed prudent and economically feasible by the members.

Unless the context otherwise requires, the terms used herein shall have the following meanings:

Authority-shall mean the Tuolumne Joint Powers Authority (JPA) created by this Agreement.

Board-shall mean the governing board of the Authority.

Claim- shall mean a request from a member, seeking coverage or compensation for a loss or event covered by the JPA's current Property and Liability policy. It also denotes a demand made by or against a Member or Former Member that falls within the scope of coverage provided by one of the Programs or Third Party Administrator approved by the governing board.

Claim Liability- shall mean those liabilities established by the Authority which represents Workers' Compensation/Risk Management liabilities with respect to claims that have been incurred but unpaid and incurred but not reported.

Covered party-shall include all entities named in the bylaws and any related "employer" as defined by any applicable Workers' compensation Act.

Contracted Service Provider-shall mean the party engaged to assist the Board in management of the funds and insurance program, and may be, but need not be, the same part as the Claims Adjuster or Third Party Administrator.

Claims Adjuster-shall mean the claims adjuster engaged by the Board for the purpose of determining losses and payments with respect to each plan of benefits provided by the Authority.

Member--in the singular form refers to a public agency that has signed this Agreement, and in the plural form, it encompasses two or more public agencies that are signatories to this Agreement. Additionally, "member" extends to include individual California public educational agencies, county offices of education, and other California public educational agencies affiliated with the Authority. Participation in all programs offered by the JPA is a mandatory requirement for JPA membership.

Operating fund-shall mean the fund established by the Authority for the purpose of paying insurance premiums and administrative and other costs.

Insurance policy--shall mean a policy or policies of insurance purchased by the Authority covering risks of the members.

Law-shall mean Article 1, Chapter 5, Division 7, and Title 1 of the California Government Code (commencing with Section 6500).

SECTION 2. CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the Tuolumne Joint Powers Authority. The debts, liabilities or obligations of Authority do not constitute debts, liabilities or obligations of any party to this agreement except as may otherwise be provided in this Agreement or in the bylaws. Nothing in this provision shall absolve Members of the JPA from their responsibility to make contributions as directed by the JPA governing board.

SECTION 3. TERM

This revised Agreement shall supersede the original agreement dated August 1, 1980 and shall become effective as of April 11, 2024 and shall continue until terminated as hereinafter provided.

SECTION 4. GOVERNING BOARD

The Authority shall be governed by a board of directors composed of one officially designated regular representative appointed by each member. Each member shall also appoint one alternate representative. The alternate representative appointed by a party shall have the authority to attend, participate in, and vote at any meeting of the board when the regular representative for whom he/she is an alternate is absent from said meeting. Each representative or alternate shall serve at the pleasure of the member by which he/she has been appointed. The successor in office of any member of the board or alternate shall be appointed by the member, which appointed the predecessor of such member of the board or alternate. The board may adopt formalized rules of governance in the form of bylaws. Such bylaws shall become effective upon ratification by two-thirds (2/3) of the members present.

Each party to this Agreement is entitled to the rights and privileges, and is bound by the responsibilities, associated with membership, as outlined in this Agreement, the Bylaws, and any other governing documents of Tuolumne JPA, all in accordance with their current status.

Each party is obligated to:

- regularly attend JPA Board meetings;
- fully participate in JPA Board business;
- make decisions and review provided resources that support all member District priorities and goals;
- abide by this Agreement, the Bylaws of JPA, program policies and procedures for those programs in which the party participates, and any other policies or procedures adopted by JPA;
- pay contributions, assessments and other charges promptly;
- provide underwriting and other information requested by JPA in the administration of the programs in which the member participates; and
- cooperate as requested with investigation and defense of claims.
- communicate to the Executive Director, in a timely manner, any issues that may result in a Workers Compensation, Auto, Property or Liability claim or suit.

SECTION 5. MEETINGS OF THE BOARD

1. Regular Meetings

The board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall hold at least four regular meetings in each fiscal year.

2. Ralph M. Brown Act

The board shall adopt rules for conducting its meetings and other business. All meetings of the board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

3. Minutes

The secretary of the board shall cause minutes of regular, adjourned regular and special meetings to be approved.

4. Quorum

A majority of the designated representatives to the board shall constitute a quorum necessary for the transaction of business affecting any program in the JPA. Provided that a quorum sufficient for transacting business is present at any meeting, the JPA shall not be deprived of the authority to thereafter continue to transact business by majority vote of the members present merely because one or more designated representatives are called away from the meeting by other business.

SECTION 6. OFFICERS

The board shall have as its President the Tuolumne County Superintendent of Schools or his/her designee unless another President is duly elected by a majority vote of the board. A Vice President, Treasurer/Controller and Secretary shall be elected every two (2) years by a majority vote of the Board. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in his/her absence the Vice-President, shall preside at and conduct all meetings of the board. The board shall have the power to appoint such other officers and employees as it may deem necessary, and may contract with such consultant or other professional persons or firms as may be necessary to carry out the purpose of this Agreement.

The board shall designate that the officers may serve as the Executive Committee for the membership. In addition to the officers, there will be one member from an unrepresented County. The Executive Committee shall approve claims that require board approval as necessary in the event that time is of the essence. Those claims will be ratified at the next available board meeting. They will also serve in an advisory capacity to the JPA President.

SECTION 7. POWERS

Authority shall have the powers common to members set forth in Section 1 of the Agreement. Authority is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities or obligations which shall not constitute debts, liabilities or obligations to any party to this Agreement; to acquire, hold or dispose of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to establish bylaws; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided in the law, and except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon districts in the exercise of similar powers. In accordance with Section 6509 of the California Government Code, the Authority's exercise of the mentioned powers is bound by the restrictions applicable to a public educational agency with a status equivalent to the participating public entities. These restrictions apply unless otherwise specified in this agreement, with the powers being followed as executed by Tuolumne County Superintendent of Schools.

SECTION 8. FISCAL YEAR

For the purpose of this Agreement, the term “fiscal year” shall mean the twelve-month period of time beginning with the first day of July of each year and concluding on the 30th day of June of the following year.

SECTION 9. INSURANCE POLICIES

The board may, from, time to time, negotiate new insurance policies (or service contracts) covering additional or lessor risks as may be deemed appropriate.

SECTION 10. FUNDS

Authority shall establish funds for the purpose of paying the cost of any self-funded insured portion of program coverages. The self-insured funds shall be deposited with the County Treasurer and/or a commercial account and invested pursuant to the JPA investment policy. Authority shall also establish operating funds to be deposited in the County treasury. The operating funds shall be for the purpose of paying insurance premiums, broker’s fees, adjusting fees, consultant or legal fees, and such other items as are appropriate. Warrants thereon shall be drawn upon the direction of the board. The board may establish such other funds as may be appropriate.

SECTION 11. BUDGET

The Board shall annually adopt a budget.

SECTION 12. CONTRIBUTIONS

Each member shall pay into the designated funds an amount of money determined by the board for the purpose of paying insurance premiums, fees, and other costs, and for the purpose of establishing and maintaining adequately the retention fund or funds.

SECTION 13. ACCOUNT AND RECORDS

The board shall direct the Treasurer to establish and maintain such funds and accounts as may be required by good accounting practice. The board shall make or contract with a Certified Public Accountant to make annual audits of the accounts and records of Authority.

SECTION 14. RESPONSIBILITY FOR MONIES

The Treasurer of Authority shall have custody of and disburse Authority funds in accordance with accounting standards generally accepted in the United States of America.

SECTION 15. LOSS RECORD

Authority shall maintain or cause to be maintained accurate loss records for all risks insured and all claims paid.

SECTION 16. WITHDRAWAL FROM JPA MEMBERSHIP AND OR JPA PROGRAM

Any party may voluntarily withdraw as a party to this Agreement on July 1 of any year, provided, however, that such withdrawing party must give written notice of its intention to withdraw to the Authority not later than December 31st preceding the withdrawal date. This notice of intent to withdraw shall be followed by an adopted resolution from the member's governing board, of the party's official withdrawal no later than December 31st preceding the withdrawal date. The notice of intent to withdraw membership may be rescinded no later than

seven days after the April Board meeting of that same fiscal year. As authorized by Government Code Section 6512.2, withdrawal by any party to the agreement shall not be construed as a completion of the purpose of the JPA agreement and shall not require the repayment or return to the parties of all or any part of any contributions, payments, or advances made by the parties.

The Board shall grant permission for the member's withdrawal only if the following conditions are met:

1. The member agrees to take their open claims with them as of their termination date. If the member agrees to take their claims, then they are responsible to apply and obtain written permission from the Director of Industrial Relations to assume liability for all current and future unpaid workers' compensation claims.
2. Reserves established for the claim(s) would be considered the withdrawing member's assets. These reserves would remain with the Authority to be available for any closeout expenditures prior to the claim transfer date. After a period of 90 days, post transfer of claims, any remaining reserves would be refunded to the withdrawing member.
3. The member also agrees in writing that they will continue to be responsible for the amount of any unforeseen future costs, liabilities, assessments, or contingencies required because of expenditures that exceed the amount set aside in their claim reserve accounts established at the time of their termination.

Previous JPA members can petition the Board to re-join the program(s) at the beginning of any program year. The party must give written notice of its intention to join the Authority not later than May 1st preceding the entry date. This notice of intent to join shall be followed by an adopted resolution from the member's governing board.

The Board will have the authority to exercise additional provisions to protect the financial integrity of the JPA. For the purposes of the self-insured worker's compensation program the annual contribution would be as follows:

- For the first year that this agreement is in effect for any new or returning member of the Authority, the Authority's established rate, multiplied by the member's estimated annual payroll multiplied by the member's current experience modification factor, plus ten (10%) percent will apply. If for any reason an experience factor is unknown, a 150% modification factor will be used.

SECTION 17. INVOLUNTARY TERMINATION OF A MEMBER

A member may be involuntarily terminated from the Authority at any time upon a vote of two-thirds (2/3) of the full membership of the board. The member being terminated shall be so notified at least ninety (90) days prior to the end of the coverage year. Involuntary termination shall have the effect of eliminating the party as a signatory of the Joint Powers Agreement and as a member of the Authority, effective at the end of the fiscal year in which the action is taken or upon such date as the board may specify. Should a member be involuntarily terminated, upon termination as a party to the Agreement, the governing board of directors shall bear the expense of the actuarial report and establish an actuarially-based reporting of the member's net assets after liability reserves are accounted for. The terminated member would receive their net assets within 90 days of the final report.

Grounds for involuntary termination and the sufficiency thereof shall be determined solely by the board and shall include, but are not limited to, the following:

- A. Failure or refusal of a member to abide by the Agreement, any bylaw, or any amendment to the Agreement or bylaws which has been adopted by the board of directors.

B. Failure or refusal to pay contributions or assessments to the Authority.

C. Gross negligence by the member as determined by the Executive Board

The JPA President and/or Executive Director will meet with the member to convey any concerns that the Executive Board might have. Those concerns will also be addressed in writing with an action plan and timeline for improvement. If no improvement occurs, action for involuntary termination will be placed on the next regular board agenda for full board action.

SECTION 18. TERMINATION OF AGREEMENT

This Agreement may be wholly terminated upon the affirmative adoption of a resolution dissolving the JPA by a two-thirds (2/3) vote of the member governing boards of the then existing members provided, however, that the Authority and this Agreement shall continue to exist for the purpose of disposing all obligations, distribution of assets and all other functions necessary to conclude the affairs of the Authority. Any such resolution to dissolve the JPA shall have an effective date of the end of the fiscal year in which adopted. Upon termination of the agreement, all assets of the JPA shall be liquidated and distributed pursuant to the bylaws.

SECTION 19. LIABILITY AND INDEMNIFICATION

A. Members

Pursuant to the provisions of the California Government Code, each member hereto agrees to defend, indemnify and hold harmless each other member from any liability, claim of judgment for injury or damages caused by a negligent or wrongful act or omission of an agent, officer, and/or employee of the indemnifying member which occurs or arises out of performance of this Agreement, Bylaws or Program Addendums. It is understood that this indemnification relates to programs and policy years in which the

member participated and any termination or withdrawal does not terminate the rights or obligations for indemnification for the policy year in which the member participated.

For purposes of self-insured programs, member share of liability is not calculated based on the claims made against that member, instead a member share is deemed to mean its pro-rata share of the total claims for the program and policy years in which it participated.

B. JPA Board

The members of the JPA Board and their alternates are indemnified, by this Agreement, Bylaws and Program Addendums, and TJPA does hereby agree to defend, indemnify and hold them, and each of them, free from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amounts whatsoever actually and reasonably incurred or threatened by reason of or as a result of their official participation and action in pursuance of the execution and administration of the Agreement, Bylaws or Addendums and the operation of the JPA created hereunder, including but not limited to amounts arising out of or by reason of any judicial or quasi-judicial action or processing, whether civil, criminal, administrative or investigative, provided that it appear to the satisfaction of the JPA Board that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of the JPA and that there is no reasonable cause to believe that the conduct was civilly or criminally unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not for purposes of this Agreement, Bylaws or Program Addendums, in and of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably

believed to be in the best interest of the JPA or that such person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This provision of indemnity shall not be construed to obligate the fund to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or itself unlawful. The JPA Board in its discretion may provide for errors and omissions insurance coverage for directors and officers and employees of the JPA at the administrative expense of the JPA.

SECTION 20. DISPOSITION OF ASSETS

Upon the effective date of the dissolution of the JPA, the assets of the JPA shall be liquidated and, other than an actuarially-determined reserve for pre-existing and on-going claims, be distributed to members in proportion to the contributions made. Member proportions shall be determined by the Board pursuant to the bylaws.

SECTION 21. ENFORCEMENT

The Authority is hereby given authority to enforce this Agreement and if judgment is recovered against a member, the member shall pay all costs incurred by the Authority including, but not limited to, reasonable attorney's fees as fixed by the court. The Board of Directors shall have full authority to enforce this Agreement. Any and all disputes between Tuolumne Joint Powers Authority and any Member agency in any way arising out of or regarding this Agreement, the Tuolumne Joint Powers Authority Bylaws, or any Tuolumne Joint Powers Authority Program Addendum(s), including any dispute relative to claims-handling or coverage for any claim, shall be resolved by binding arbitration pursuant to the provisions of California Code of Civil Procedure Section 1280 et seq., as amended from time to time; except that if a more specific provision is made in the Bylaws or in any Program Addendum, for the resolution of any disputes arising thereunder, the terms of that document shall govern. In the event of arbitration hereunder, each party shall pay its own attorney's fees and costs, but Tuolumne Joint

Powers Authority and the Member shall each share equally the cost of the arbitrator, the cost of the court reporter, if any, and any incidental costs of arbitration.

SECTION 22. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement or the bylaws 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.

SECTION 23. NOTICES

The Authority shall address notices, billings and other communications to each member as directed by that member. Notices and other communications to the Authority shall be delivered to the Authority's adopted official e-mail or district address.

SECTION 24. GOVERNING LAW

The section headings herein are for the convenience only and are not to be construed as modifying or governing the language in the section referred to. Whenever in Agreement any consent or approval is required, the same shall not be unreasonably withheld. This Agreement is made in the State of California under the Constitution and laws of such State and is to be so construed.

SECTION 25. ADDITIONAL PARTIES

Other public agencies within the State of California may become a party to this Agreement upon approval by two-thirds (2/3) of the members present and execution of an addendum between such entity and Authority, the terms of which addendum shall incorporate all the terms of this

Agreement. Such additional parties shall forthwith pay to Authority its current contribution as determined by the board. Thereafter, such additional party shall be considered member of the Authority and all subsequent amendments to this Agreement shall apply to the same extent as all of the original parties.

SECTION 26. AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Member District present at a lawfully convened meeting of the representatives of all Tuolumne Joint Powers Authority Member districts, provided a quorum is present at said meeting. The effective date of any amendments shall be the same day of adoption, unless otherwise stated. The power to adopt such amendments is reserved exclusively to the TJPA Governing Board.

SECTION 27. EFFECT ON BARGAINING AGREEMENTS

Nothing in this Agreement shall be construed to alter or modify provisions in member collective bargaining agreements. (Pages 17-18 are included herein with material and signatures information included on the original document filed at the JPA Office.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below, effective midnight, April 11, 2024

By: *[Signature]*
Alpine County Office of Education

Date: 4/15/2024 | 10:08:36 AM PDT

By: *[Signature]*
Alpine Unified School District

Date: 4/15/2024 | 10:08:36 AM PDT

By: *Jared Critchfield*
Amador County Office of Education

Date: 4/15/2024 | 2:24:04 PM PDT

By: *Jared Critchfield*
Amador County Unified School District

Date: 4/15/2024 | 2:24:04 PM PDT

By: *Carmel Portillo*
Bellevue School District

Date: 4/15/2024 | 10:40:26 AM PDT

By: *Wynette Hilton*
BOF-Groverland Unified School District

Date: 4/19/2024 | 7:50:25 AM PDT

By: *Scott Navik*
Bret Harte Union High School District

Date: 4/15/2024 | 10:54:20 AM PDT

By: *Claudia Davis*
Calaveras County Office of Education

Date: 4/15/2024 | 10:46:02 AM PDT

By: *Kathy Griggs*
Calaveras Unified School District

Date: 4/15/2024 | 2:55:37 PM PDT

By: *Nedias Wade*
Columbia Union School District

Date: 4/22/2024 | 11:40:37 AM PDT

By: *Dawn Mori*
Curtis Creek School District

Date: 4/16/2024 | 11:51:00 AM PDT

DocuSigned by:
By: Contessa Pelfrey
Jameson School District

Date: 4/19/2024 | 7:53:07 AM PDT

DocuSigned by:
By: Mark Trevino
Maricopa Union School District

Date: 4/15/2024 | 11:54:42 AM PDT

DocuSigned by:
By: Cheryl Griffiths
Sonora School District

Date: 4/15/2024 | 10:00:57 AM PDT

DocuSigned by:
By: Ed Pelfrey
Sonora Union High School District

Date: 4/20/2024 | 7:25:44 AM PDT

DocuSigned by:
By: Jeff Winfield
Southeastern School District

Date: 4/15/2024 | 10:39:54 AM PDT

DocuSigned by:
By: Ben Howell
Summerville School District

Date: 4/15/2024 | 10:26:18 AM PDT

DocuSigned by:
By: Michael Merrill
Summerville Union High School District

Date: 4/15/2024 | 11:34:49 AM PDT

DocuSigned by:
By: Zack Abernathy
Foothill County Superintendent of Schools

Date: 4/17/2024 | 10:23:17 AM PDT

DocuSigned by:
By: Gabe Wings
Twin Harbors School District

Date: 4/15/2024 | 10:20:47 AM PDT

DocuSigned by:
By: Tom Hoskins
Vallejo Union School District

Date: 4/16/2024 | 5:08:48 AM PDT

TUOLUMNE JOINT POWERS AUTHORITY BYLAWS

ARTICLE I FUNCTIONS

The functions of the Authority are to provide a pooled/self-funded system of insurance for public agencies that are members of the Authority, AHERA, hazardous materials, property/ liability, and workers' compensation for the participating members.

ARTICLE II RULES

1. The Authority may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with, or contrary to, the laws of the State of California, these Bylaws, or the Joint Powers Agreement.
2. A majority of the designated representatives to the board shall constitute a quorum necessary for the transaction of business affecting any program in the JPA.

ARTICLE III MEETINGS OF THE BOARD

1. REGULAR MEETINGS

A. TIMES

The Board may conduct regular and special meetings permitted by the Ralph M. Brown Act provided that a minimum of four regular meetings shall be held each fiscal year. These meetings shall be held at 9:00 a.m. on first Thursday of September, first Thursday of February, and second Thursday in April and May.

B. LOCATIONS

All regular meetings shall be held at the Tuolumne County Superintendent of Schools Office at 175 Fairview Lane, Sonora, CA. The JPA Board may, from time to time, meet at other locations within the territory of the JPA, or any location permitted by law, subject to providing public notice of the meeting location in accordance with the Brown Act.

C. VIDEO/TELECONFERENCING

Members shall be allowed to attend and participate in Board and Committee meetings in accordance with the applicable provisions of the Brown Act via video/teleconferencing. Attendance and participation of members via video/teleconferencing shall be permitted as needed to ensure a quorum and as otherwise determined to be necessary to conduct the business of the Authority.

D. BUSINESS TO BE TRANSACTED

The following list is a guide for the business to be transacted by the Board. Nothing in this list precludes the Board from taking action in different order.

All Meetings:

Minutes shall be adopted.

Financial Reports shall be accepted.

The Board may transact any other business as duly agendized within its powers, and receive reports of the operations and affairs.

September Meeting:

Each even numbered year, the Conflict of Interest Code shall be reviewed.

Each even numbered year, JPA officers shall be elected.

Preliminary budgets shall be revised and final budgets adopted.

February Meeting:

Each even numbered year, JPA committee members shall be elected or appointed.

Annual Financial Audit shall be accepted.

April Meeting:

Actuarial Studies shall be accepted. JPA administration fees approved Preliminary (short of excess) & SISC II

Property & Liability and Workers' Compensation rates shall be adopted.

May Meeting:

Final (short of excess) & SISC II Property & Liability and Workers' Compensation rates shall be adopted.

Preliminary Budgets shall be adopted.

The JPA Meeting Schedule shall be adopted.

The JPA Official Address and Correspondence Address shall be designated.

Authorization for warrant signatures shall be granted.

E. NOTICE

The Authority shall deliver written notice of each regular and/or special meeting in advance of the meetings to the address directed by that member.

F. PUBLIC COMMENT

The public shall have an opportunity to speak on any Governing Board agenda item. The President, with the concurrence of the board, shall limit public comment to the time determined by the President or other presiding individual.

2. SPECIAL MEETINGS

A special meeting of the Board may be called at any time by the President, or by a majority of the members of the Board subject to the requirements of the Ralph M. Brown Act and the requirement of a 24-hour written notice to each JPA member. The posting of the agenda shall also be posted no less than 24 hours in advance of the meeting in a location that is freely accessible to members of the public. The notice of the special meeting shall specify the time and place of the meeting and the business to be transacted. No other business shall be considered at the special meeting.

ARTICLE IV JPA OFFICERS

The officers of the Authority shall be elected by a vote of the Board and each shall serve a two-year term as established in the Agreement. All vacancies arising shall be filled at the next scheduled meeting of the Board.

1. DUTIES OF THE PRESIDENT

The President shall preside at and conduct all meetings of the Board and shall have general supervision and direction of the business of the Authority. The President shall have other powers and perform such other duties as may be prescribed from time to time by the Board.

2. DUTIES OF THE VICE PRESIDENT

In the absence of the President, the Vice President shall perform all duties assigned to the President by the Agreement and by these Bylaws. The Vice President shall have such other powers and perform such other duties as may be prescribed from time to time by the Authority or the President.

3. DUTIES OF THE SECRETARY

The Secretary shall record, or cause to be recorded, all votes and the minutes of all proceedings and shall give or cause to be given, notice of all meetings of the Board. The Secretary shall have such other powers and perform such other duties as may be prescribed from time to time by the Authority or the President.

4. DUTIES OF THE TREASURER/CONTROLLER

The Treasurer shall be the Chief Financial Officer of the Authority and shall assume the duties described in Sections 6505.1 and 6505.5 of the California Government Code as follows:

- A.** Receive and receipt for all money of the Authority and place it in a County Treasury and/or a commercial account as approved by the Authority to the credit of the Authority.
- B.** Be responsible for the safekeeping and disbursement of all money of the Authority.
- C.** Pay, when due, out of money of the Authority, all legitimate and verifiable sums payable by the Authority.
- D.** Verify and report in writing, the amount of receipts since the last report, the amount paid out since the last report and the cash balance.
- E.** Serve as custodian of the Authority's official financial records.

The Treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by law or by the Board or the President.

5. DUTIES OF THE EXECUTIVE COMMITTEE

The Vice President, Secretary, Treasurer/Controller, and one member from an unrepresented County shall serve as an Executive Committee to the JPA President. They will serve in an advisory capacity as needed.

**ARTICLE V
ACCOUNTS AND RECORDS**

1. FUNDS AND ACCOUNTS

- A.** The Authority is strictly accountable for all funds received and dispersed by it and, to that end, the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of the Authority.
- B.** The Treasurer shall have the custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function.
- C.** Books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by representatives of the members.
- D.** As soon as practical after the close of each fiscal year, the Treasurer and/or the Executive Director shall give a completed written report of all financial activities for such fiscal year to each member of the Authority.
- E.** Warrants shall be presented to the JPA Finance Committee for approval at regularly scheduled meetings.

2. ANNUAL BUDGETS

At each May regular board meeting, the Treasurer and/or the Executive Director shall present a preliminary budget for each program for adoption by the Board.

At each September regular board meeting, the Treasurer and/or the Executive Director shall present a revised budget for each program for adoption by the Board.

Revisions to the program budgets will be reviewed with the Finance Committee and approved by the Board as necessary.

3. AUDITS

Pursuant to Government Code Section 6505, the Authority shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record. Costs of the audit shall be considered a general expense of the Authority.

4. RECORDS RETENTION

It shall be the records retention policy of the Authority to create and maintain the Authority's records in accordance with accepted records management standards and practices by maintaining its records by the adopted Records Retention Schedule.

TUOLUMNE JPA RECORDS RETENTION SCHEDULE**Page 1**

TITLE:		RETENTION PERIOD:
ADMINISTRATION	Correspondence	3 years
	Policy & Procedure	Permanent
	Accreditation	Permanent
COMMITTEES	Agendas	Permanent
	Minutes	Permanent
BOARD OF DIRECTORS	Agendas	Permanent
	Meeting Notices	Permanent
	Minutes of Board Meetings	Permanent
	Resolutions	Permanent
	Elections	Permanent
CONTRACTS	Agreements & Contracts	7 years following end of contract
FINANCIAL		
	Accounts Payable	
	A/P Distribution Journal	7 years
	Cash Disbursements	7 years
	Expense Reports	7 years
	Invoices	7 years
	Accounts Receivable	
	A/R Register	3 years
	Aged Trail Balance	3 years
	Invoices	3 years
	Audit Reporting	
	Correspondence	Permanent
	Reports	Permanent
	State Controller's Report	Permanent
	Work papers	Permanent
Banking	Bank Confirmations	3 years
Bank Reconciliations		7 years
	Bank Statements	7 years
	Canceled & Voided Checks	7 years
	Deposit Slips	3 years

TUOLUMNE JPA RECORDS RETENTION SCHEDULE**Page 2**

TITLE:	RETENTION PERIOD:
Signature Authorizations	Permanent
Financial Reporting Reports and Studies	Permanent
Ledgers	
Account Analysis	7 years
Year End Balance Sheet	Permanent
Year End General Ledger	Permanent
Journal Entries	7 years
INSURANCE	
Memorandum of Coverage	Permanent
Insurance Policies	Permanent
Endorsements	Permanent
Premium Deposit Determination	Permanent
Retrospective Ratings	Permanent
Claims Audit	Permanent
Actuarial Studies	Permanent
Underwriting Files	Permanent
Certificates of Insurance	1 year after Expiration
MEMBERSHIP	
Membership Records	Permanent
Program Participation Agreements	Permanent
LEGAL	
General Correspondence	Permanent
Attorney Correspondence	Permanent
Conflict of Interest Code	Permanent
Conflict of Interest Statements	7 years
Claims	7 years
Opinions	Permanent
Litigation	5 years after litigation is closed

ARTICLE VI CONTRIBUTIONS

The members participating in a program shall fund all costs of that program, including development, premium and related administrative costs.

DEVELOPMENT

Development costs are those costs actually incurred by the Authority in developing a program for review and adoptions by the Board, including but not limited to: research, feasibility studies, information and liaison work among participants, preparation and review of documents, and actuarial and risk management consulting services.

ANNUAL PREMIUMS

All post-development costs of a program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be approved by the Board upon the basis of a cost allocation plan and rating formula developed by the Authority with the assistance of a casualty actuary, risk management consultant, or other qualified person. The costs included in the premiums shall include but are not limited to each member's share of expected program losses including a margin for contingencies as determined by the Board, program reinsurance costs and program administrative costs for the year.

COLLECTION

Annual premiums shall be billed by the Authority as outlined below and shall be payable in accordance with the Authority's Late Payment Policy.

Property & Liability Program Premiums:

Billed twice per year, due within 30 days of the invoice date. 1st invoice billed on each July 1st, and second invoice billed on each November 1st.

Workers' Compensation Program Premiums:

Billed ten times per year, July through April, due within 30 days of the invoice date. Final billing for prior year premiums based on actual payroll figures billed once per year, due within 30 days of the invoice date.

AHERA/Hazardous Materials Program:

Billed once per year, due within 30 days of the invoice date.

ASSESSMENT OF LATE FEES

The Board shall develop a Late Payment Policy that allows for the assessment and collection of late charges for members who become delinquent in the payment of premiums.

ASSESSMENTS FOR PREMIUM SHORTFALLS

1. Property & Liability Program

At the close of the fiscal year, should the total property and liability obligations against all participating members of the Authority appear in the judgment of the board to exceed in any year the total annual contributions paid by all participating members of the

Authority for that year, the participating members may be assessed by the Board any additional amount needed to meet such obligations.

2. Workers' Compensation Program

At the close of the fiscal year, should the total workers' compensation claim obligations against all participating members of the Authority appear in the judgment of the board to exceed in any year the total annual contributions paid by all participating members of the Authority for that year, the participating members may be assessed by the Board any additional amount needed to meet such obligations.

**ARTICLE VII
DISPOSITION OF ASSETS**

In the event of the dissolution of the Authority, the complete rescission, or other final termination of the Agreement, any property interest remaining in the Authority following a discharge of all obligations shall be disposed of pursuant to a plan adopted by the Board.

The plan adopted by the Board shall include, but not be limited to, the following:

1. Program Claims Outstanding Against and Incurred but Not Reported

The Authority shall be audited and outstanding liabilities calculated by an independent auditor and actuary selected by the Board for a determination of future liabilities for expenses, costs and a reasonable timeframe to bring these claims and expenses to a conclusion.

2. Program Equity

The Board shall determine the equity of the program after satisfaction of all outstanding liability for expenses and costs to bring the program claims and expenses to a conclusion.

3. Pro Rata Share

The Board shall determine the pro-rata share of the program's equity for each participating member which is then or was theretofore a program participant during the twelve-month period immediately preceding the termination of the Agreement. A participating member's pro rata share is defined as the total contributions paid by the participating member divided by the total contributions paid by all participating members during the last three plan years.

4. Current Values

The current fair market value of the Authority's assets shall be determined by the Board.

5. Discharge of Assets

The Board shall determine whether the obligation to pay a member's pro rata share shall be discharged through a transfer of property or through a payment of funds.

All transfers or payments shall be made within a reasonable time following termination of the Agreement.

ARTICLE VIII JPA COMMITTEE

The function of the JPA Committee shall be to monitor the fiscal position of the Authority and provide recommendations to the board regarding budgets, finance, and accounting measures.

In addition, the Committee shall review identified high risk exposures and provide recommendations to the board regarding the institution of applicable risk management and loss control measures.

1. The committee shall consist of a minimum of nine (9) elected members as follows:
 - A. One representative from Alpine County (2 representatives possible)
 - B. One representative from Amador County (2 representatives possible)
 - C. Three representatives from Calaveras County
 - D. Four representatives from Tuolumne County
2. Representatives shall be nominated and elected at the first regular quarterly board meeting of the calendar year on even years.
3. In the event that an elected position becomes vacant, the vacancy shall be filled by the successor at the next regular meeting of the board held after such vacancy occurs.
4. A chair for the committee shall be elected by the committee each year.
5. All members of the Tuolumne JPA Committee shall be Board members or alternates. A minimum of five members shall be sufficient to conduct business of the committee.
6. A minimum of four meetings shall be scheduled each year, and additional meetings may be added on an as-needed basis. The committee shall convene prior to each regular Board meeting or as needed between meetings. Meetings shall be scheduled for the coming year during the last meeting of the previous year.
7. If a meeting is scheduled, and there is business to conduct, the meeting shall not be cancelled due to lack of a quorum; rather, the Committee shall meet to indicate its consensus and the Committee's recommendations shall be presented to the full Board at the next meeting for ratification.
8. The public shall have an opportunity to speak on any JPA Committee agenda item. The Chair, with the concurrence of the committee, shall limit public comment to the time determined by the Chair or other presiding individual.