

ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS
JOINT POWERS AUTHORITY AGREEMENT
(AS AMENDED)

THIS DOCUMENT is an Amendment to the Joint Powers Agreement dated October 1, 1985 ("The Agreement"), and is made and entered into by those school districts, community colleges, regional occupation centers, public charter schools, and other public educational agencies and joint powers authorities comprising the Alliance of Schools for Collective Insurance Purchase, a/k/a the Alliance of Schools for Cooperative Insurance Programs, a California Joint Powers Authority, amending and superseding all provisions of the original Joint Powers Agreement, effective upon final execution by three-fourths of the member public agencies.

WITNESSETH;

WHEREAS, Sections 35214 and 81602 of the Education Code of the State of California authorize governing boards 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; and

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

WHEREAS, Sections 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; and

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; and

WHEREAS, it is deemed advisable to the participating public agencies to provide for cooperative self insurance and risk management programs by jointly exercising their common powers through an elected Executive Committee of the Joint Powers Authority; and

WHEREAS, the participating public agencies, pursuant to the statutory authority and on the basis of the referenced determination, previously formed and/or later joined the Alliance of Schools for Cooperative Insurance Programs as a 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 public agencies, for and in consideration of the mutual benefits, promises, and agreements set forth herein, individually and mutually agree as follows:

1. CONTINUATION OF THE 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, to now be known as the Alliance of Schools for Cooperative Insurance Programs or "ASCIP".

2. FUNCTIONS OF ASCIP

ASCIP is established and shall continue to operate for the purpose of administering this 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 Agreement with a program for the establishment and operation of cooperative self insurance and risk management programs. The functions of ASCIP are to design and implement cooperative self insurance and risk management programs, to provide ancillary services and related programs, and to perform such other functions as may be necessary or appropriate to carry out this 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 superintendents, or the superintendents' designated agents, shall vote for members of the Executive Committee. 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 in the Bylaws.

4. ASCIP BYLAWS

ASCIP will be maintained, operated, and governed pursuant to the Bylaws, as initially developed and published, and as amended by the Executive Committee. These Bylaws will contain the terms and conditions under which each individual agency will participate in ASCIP and in ASCIP's self insurance and risk management programs, including, but not limited to, provisions for allocation of losses, the establishment of reserves, administrative costs, withdrawal from ASCIP, and distribution of any unobligated funds upon dissolution of ASCIP. 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 ASCIP will be operated pursuant to this Agreement and the Bylaws.

5. RESPONSIBILITIES OF ASCIP

ASCIP shall be responsible for the operation of the Joint Powers Authority, for the implementation of this Agreement, and for the protection of the interests of the member public agencies. ASCIP, through its elected 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 ASCIP, 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 interest of the collective membership; and (e) ensure that timely and appropriate communications are maintained with the member public agencies, through the Superintendents or their designees.

6. RESPONSIBILITIES OF THE PARTICIPATING PUBLIC AGENCIES

Each participating public agency in ASCIP shall: (a) cooperate in research and development activities conducted by ASCIP by furnishing all statistical data, experience data, and other information as may be requested by ASCIP; (b) pay such amounts as are determined to be due to cover premiums, self-insured losses until concluded, and other costs or obligations incurred by ASCIP; (c) cooperate and participate in risk management and related programs and services offered by ASCIP; (d) comply with the terms of the Agreement and the Bylaws; and (e) provide input to ASCIP, through their Superintendents and/or their designees, on ASCIP'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 ASCIP as a charge against funds established in the Bylaws for administrative costs.

8. AMENDMENTS

Any amendment to this Agreement must be approved by the Executive Committee, and shall then require that at least a majority of the parties to the Agreement must 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 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. **TERM**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until revoked by an affirmative vote of three-quarters of the then existing public agency members following a determination that there are insufficient members to continue an actuarially sound program.


11. **EXECUTION**

This 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.

ALLIANCE OF SCHOOLS FOR
COOPERATIVE INSURANCE PROGRAMS

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

By: 

By: 

Paula Chu Tanguay
Typed or Printed Name

Typed or Printed Name

Title: Chief Administrative Officer

Title: _____

Date: June 3, 1997

Date: _____

Date Approved
by Executive Board: _____