

Trindel Insurance Fund

51 Arbuckle Court /PO Box 2069

Weaverville CA 96093

www.trindel.org

REVISED AND RESTATED JOINT POWERS AGREEMENT

Approved by the Board of Directors

May 18, 2018

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TRINDEL INSURANCE FUND (TRINDEL)
JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those public entities organized and existing under the laws of the State of California, hereinafter referred to as “Member Entity(ies)”, which are parties signatory to this Agreement. All such Member Entities are listed in Exhibit A, which is attached herto and made a part hereof.

RECITALS

- A. California Government Code Section 6500 et seq, permits two or more public agencies, by agreement, to jointly exercise any power common to the contracting parties.
- B. The Public agencies executing this Agreement desire to join together for the purpose of jointly funding, purchasing and/or establishing insurance and risk management programs as determined.
- C. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these.
- D. California Government Code Section 900.6 provides that the cost of insurance is a proper charge against that local entity.
- E. California Government Code Section 990.8 provides that two or more local entities, by a joint powers agreement, may provide insurance by any one or more of the methods specified in Government Code Section 990.4, and further provides that such pooling of self-insured claims or losses shall not be considered insurance nor be subject to regulation under the California Insurance Code.
- F. California Government Code Section 990.8 also provides that a joint powers agreement may provide that if any peril insured or covered under a contract has existed, and the joint powers authority or other parties participation in the pool have been liable for any period, the agreement may provide that the insured or covered party is not entitled to the return of premiums, contributions, payments or advances so far as the particular risk is insured or covered is concerned.
- G. Labor Code Section 3700[c] permits all political subdivisions of this State, including each member of a pooling arrangement, under a joint exercise of powers agreement, to request a certificate of consent from the Division of Industrial Relations to self-insure against workers compensation claims.

H. The governing body of each Member Entity has determined that it is in its own interest and in the public interest that this Agreement be executed and that it participate as a member of the Trindel Insurance Fund (Trindel) created by this Agreement.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

“Agreement” shall mean this Joint Powers Agreement Creating Trindel Insurance Fund (Trindel) and any amendment thereto.

“Board” or “Board of Directors” shall mean the governing body of Trindel.

“Bylaws” shall mean the Bylaws attached hereto as Exhibit B and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement Bylaws are referred to, said Bylaws shall be those set forth in Exhibit B, as may be amended. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that Trindel shall be operated pursuant to this Agreement and said Bylaws.

The procedure for amending the Bylaws shall be as provided in the Bylaws so long as the procedure is not inconsistent with this Agreement.

“Deposit Premium” shall mean the estimated amount determined for each Member Entity necessary to fund its share of expected costs for each Program in which it is a participant.

“Executive Committee” shall mean the Executive Committee of the Board of Directors, constituted and exercising the authority set forth in this Agreement and in the Bylaws.

“Executive Director” shall be the person appointed by the Board to administer and supervise Trindel’s activities subject to the direction and control of the Board of Directors and Executive Committee.

“Member Entity” or “Member” shall mean any California County which is a signatory to this Agreement, including any other agency for which the Board of Supervisors sits as the governing board.

“Memorandum of Coverage” shall mean the document or documents issued by Trindel specifying the type and amount of coverage’s provided under any Program to the Member Entities by Trindel.

“Program” shall mean an area of coverage, such as, but not limited to, liability, workers’ compensation, and property or other insurance programs or coverage which Trindel provides to its Member Entities.

“Special Assessment” shall mean any amounts in addition to Deposit Premiums already collected which are determined by the Board as necessary to pay the Program costs for a given Program year.

“Trindel” shall mean the Trindel Insurance Fund created by this Agreement.

ARTICLE II PARTIES TO AGREEMENT

Each Member Entity, as a party to this Agreement, certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, with such other parties as may later be added to this Agreement pursuant to Article XVI. Each Member Entity also certifies that the removal or withdrawal of any Member Entity from this Agreement, pursuant to Articles XVII and XVIII, shall not affect this Agreement or the remaining parties obligations under this Agreement. Should a conflict arise between the provisions of this Article and any applicable memorandum of Coverage or other document evidencing coverage, such memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE III
CREATION OF THE TRINDEL INSURANCE FUND

Pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code, the Member Entities hereby create a public entity, separate and apart from the parties to this Agreement, to be known as the Trindel Insurance Fund with such powers as are hereinafter set forth. Pursuant to Government Code Section 6508.1, the debt, liabilities or obligations of Trindel shall not constitute the debts, liabilities or obligations for any party to this Agreement. However, a Member Entity may separately contract for or assume responsibility for specific debts, liabilities or obligations of Trindel.

ARTICLE IV
PURPOSES

This Agreement is entered into by the Member Entities in order to:

- A. Create the Trindel Insurance Fund to carry out the purposes listed below and to jointly exercise the powers contained in this Agreement;
- B. Develop effective risk management and other related programs to reduce the amount and frequency of their losses;
- C. Create a loss funding method whereby over time each member pays for its own losses within the first self-insured retention;
- D. Create a risk sharing pool in order to garner assets and reduce risk to members;
- E. Jointly purchase commercial insurance, associate and /or participate with other insurance pools, or self-insure against risks;
- F. Jointly purchase administrative and other services including but not limited to underwriting, risk management consulting, loss prevention and control, claims adjusting, actuarial consulting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- G. Do all things necessary to carry out the foregoing purposes, as well as all things to implement the terms of the Agreement as permitted by law.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall continue in full force and effect until terminated as provided herein.

ARTICLE VI

POWERS OF TRINDEL

Trindel shall have the powers common to its Member Entities in California and all additional powers as set forth in the joint powers law, Government Code Section 6500 et seq. The parties here by authorize Trindel to do all acts necessary in the exercise of such powers to fulfill the purposes of this Agreement, referred to in Article IV, including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease, or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and public agencies;
- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;
- F. Acquire, construct, manage, maintain or operate any building, works or improvements;
- G. Receive, collect and disburse monies; and invest its money not required for its immediate necessities, pursuant to Government Code Section 6509.5; and
- H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

These powers shall be exercised in the manner provided by applicable law and as set forth in this Agreement. Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, Del Norte County shall be designated by the agreement.

ARTICLE VII

BOARD OF DIRECTORS

Trindel shall be governed by a Board of Directors composed of one member from each Member Entity. Each Member Entity shall appoint one member and one alternate to the Board of Directors who shall be either a member of the Board of Supervisors, a department head, or a staff member responsible for risk management.

If a director or alternate ceases to be an employee or elected official of a Member Entity, for any reason, his or her position on the Board and any of its committees shall immediately terminate.

ARTICLE VIII

POWERS OF THE BOARD OF DIRECTORS

The Board of Director shall have the following powers and functions:

- A. The Board shall exercise all powers and conduct business of Trindel, either directly or by delegation of authority to other bodies or persons, pursuant to this Agreement and applicable law.
- B. The Board may adopt such resolutions and other policy statements as deemed necessary in the exercise of those powers and duties set forth herein.
- C. The board shall form an Executive Committee from its membership.
The board shall delegate to that Committee, as provided in the Bylaws, such powers and duties as it sees fit.
- D. The Board may form such other committees as it deems appropriate in conducting Trindel business.
- E. The Board shall elect Trindel officers and appoint or employ necessary staff.
- F. The Board shall cause to be prepared, and shall review, modify as necessary and adopt Trindel's annual operating budget.

- G. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of Trindel's programs, including all provisions for reinsurance and administrative services necessary to carry out such program.
- H. The Board shall contract or otherwise provide for necessary services to Trindel and to Member Entities. These necessary services may include, but shall not be limited to, administrative, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.
- I. The Board, either directly or through the Executive committee, shall provide general supervision and policy direction to the Executive Director.
- J. The Board shall receive and act upon reports of its committees and the Executive Director either directly or through the Executive Committee.
- K. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval.
- L. The Board shall require that Trindel review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions affect Trindel's liability or potential liability. The Board shall forward any or all such recommendation(s) to the Member Entity and the Board of Supervisors with a request for compliance and a statement of potential consequences for noncompliance.
- M. The Board shall receive, review and act upon periodic reports and audits of Trindel's funds.
- N. The Board shall appoint the Executive Director to serve at the Board's pleasure.
- O. The Board may amend, repeal or adopt new Bylaws.
- P. The Board may increase, decrease, or otherwise amend coverages, limits and other terms of any Memorandum of Coverage.
- Q. No Special Assessment proposed by the Executive Committee shall be billed unless first approved by the Board.

- R. The Board shall review and act upon applications for membership and shall determine which programs such applicants may participate in and when such participation begins.
- S. The Board may remove a Member Entity from any Program or from membership in Trindel pursuant to Article XVIII of this Agreement.
- T. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final.
- U. The Board may enter into a joint venture or contractual agreement with any similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if Trindel is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities.
- V. The Board shall have such other powers and functions as are provided for in the Agreement, the Bylaws, applicable law and which are otherwise reasonably necessary to carry out the purposes of this Agreement.
- W. The Board shall hold at least one regular meeting each year and shall provide for such other regular and special meeting as it deems necessary as provided in the Bylaws.

ARTICLE IX

OFFICERS

The officers of Trindel shall be the President, Vice-President, and Secretary. Their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X
EXECUTIVE COMMITTEE

The Board shall create an Executive Committee, all of whose members shall be directors. The Executive Committee shall be composed of four (4) members: the President, Vice-President, and two members from the Board. The Executive Director of Trindel shall attend meetings of the Executive Committee and shall serve as its Secretary but shall have no vote.

The authority of the Executive Committee and provisions for its meetings shall be as provided in the Bylaws.

ARTICLE XI
RESPONSIBILITIES OF MEMBER ENTITIES

Each Member Entity shall comply with and have the following responsibilities:

- A. Execute this Agreement and participate in Trindel's liability, Property and Workers' Compensation Programs and any other programs as determined by the Board;
- B. To pay Deposit Premiums, and any Special Assessments to Trindel on or before the due date;
- C. To appoint, elect or remove representatives to serve as director and alternate on the Board as set forth in Article VII and the Bylaws, whose representatives shall act on behalf of the Member Entity on all matters coming before the Board;
- D. To assure that its Board Member or alternate attends regular and special Board meetings held during each fiscal year;
- E. To assure that its Board Member and alternate keep informed about Trindel's activities and to assist them in doing so;
- F. To approve amendments to this Agreement as set forth herein;
- G. To comply with all other Member Entity responsibilities as set forth in the Bylaws;

- H. Submit to and cooperate with Trindel during any risk management and loss control audits required by the Executive Committee;
- I. Respond within the timelines as specified in the Bylaws or as required by the Board to any recommendations for corrective action resulting from risk management and loss control audits.
- J. Appoint an officer or employee of the Member Entity to be responsible for the risk management function for that Member Entity and to serve as a liaison between the Member Entity and Trindel for all matters relating to risk management;
- K. Shall consider and respond to all recommendations of Trindel concerning the reduction of risk;
- L. Provide Trindel such other information or assistance as may be necessary for Trindel to develop and implement insurance and other programs under this Agreement;
- M. Cooperate with and assist Trindel, and any insurer of Trindel or the Member Entity, in all matters relating to this Agreement, and shall comply with all Bylaws and other rules adopted by the Board;
- N. Other responsibilities as are provided elsewhere in this Agreement, MOU(s) and Bylaws and as are established by the Board in order to carry out the purposes of this Agreement.

ARTICLE XII

EXECUTIVE DIRECTOR

The Executive Director shall serve as Treasurer and attend meetings of the Board, the Executive Committee and other committees of the Board, but shall have no vote. He or she shall be responsible for the preparation and maintenance of all minutes of meetings of the Board and its Committees, notices of meetings and records of Trindel. The Executive Director shall also administer and supervise Trindel's business and activities, subject to the direction and supervision by the Board and the Executive Committee, and shall be responsible for carrying out the duties set forth in the Agreement, Bylaws contract or otherwise.

ARTICLE XIII
BUDGET AND FISCAL YEAR

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year. Trindel's fiscal year shall be the twelve months commencing July 1 of each year.

ARTICLE XIV
ANNUAL FINANCIAL AUDITS

The Treasurer shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of Trindel. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to general accepted accounting standards. A report of each such audit shall be filed as a public record with the Board of each of the Member Entities, and each county auditor or the county in which each of the Member Entities is located. The report shall be filed within twelve (12) months of the end of the fiscal year under examination. Trindel shall pay all costs for such financial audits.

ARTICLE XV
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

Trindel shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Section 6505, 6505.1, 6505.5, or 6505.6.

The Treasurer of Trindel shall establish and maintain such funds and accounts as may be required by good accounting practices. Separate accounts shall be established and maintained for each Program of Trindel. Books and records of Trindel in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse Trindel funds and shall do those acts as are required pursuant to Government Code Section 6505.5 He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function. Pursuant to Government Code Section 6505.1, the Treasurer and such other persons as the Board may designate shall have charge of, handle, and have access to Trindel's property.

Trindel shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board covering all officers and employees of Trindel who are authorized to hold or disburse Trindel's funds, and all officers and employees who are authorized to have charge of, handle, and have access to Trindel's property.

ARTICLE XVI

NEW MEMBERS

Any California County may apply for membership in Trindel. Approval requires the unanimous consent of the existing Member Entities, expressed by vote at a formal meeting or by written consent filed with Trindel. A new membership will become effective upon the execution of this Agreement.

ARTICLE XVII
WITHDRAWAL

Any Member Entity may withdraw from this agreement at the end of any fiscal year by giving notice in writing to the Board of Directors on or before March 1 preceding the fiscal year end.

- A. Any member which withdrawal shall remain responsible to pay to Trindel any premium charge or Special Assessment which Trindel may lawfully make under its policies and practices pursuant to this agreement and any other agreement with the withdrawing member, and the account between such member and Trindel shall remain open until losses and claims attributable to the withdrawing member have been settled or until appropriate reserves have been made to provide for such losses. Any refunds due to the withdrawing Member shall only be paid by Trindel upon determination and approval by the Board of Directors.
- B. A member exercising the unilateral right of withdrawal under this paragraph shall not be entitled to a division or distribution of any property acquired by Trindel as a result of its operations under this agreement, but Trindel in its discretion may enter into an agreement to pay upon a present or deferred basis any sum of money agreed upon between the withdrawing member and the Board of Directors of Trindel as consideration for the waiver of and release of any claim which with withdrawing member might make in the nature of a right to a share in the future in the property and assets of Trindel.
- C. Trindel shall maintain in its books of account a record of the contributions made by the withdrawing member to the acquisition of funds or assets in proportion to the contributions made by the other members, for the purpose of determining the division or distribution to which the withdrawing member may be entitled in the event of the termination of the Fund in its entirety and the distribution of its assets upon dissolution.

ARTICLE XVIII

REMOVAL

A Member Entity may be removed from Trindel or a Program either with or without cause. The Executive Director shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the Executive Director determines that the Member Entity is unwilling or unable to correct the problem, the Executive Director shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be removed, either for the cause or without cause. Action by the Board shall require a vote of three-fourths of the total number of directors.

Removal of a Member Entity shall be in accordance with provisions in the Bylaws.

ARTICLE XIX

EFFECT OF WITHDRAWAL OR REMOVAL

ON MEMBER ENTITY'S RESPONSIBILITIES

The withdrawal or removal of any Member Entity shall not terminate its responsibility with respect to the following:

- A. Provide Trindel with such statistical and loss experience data and other information as may be necessary for Trindel to carry out the purposes of this Agreement;
- B. Pay to Trindel when due any Deposit Premiums or Special Assessments for each Program in which it participated;
- C. Cooperate fully with Trindel in determining the cause of losses in the settlement of claims;

- D. Cooperate with and assist Trindel and any insurer, claims adjuster, legal counsel or other service provider engaged or retained by Trindel in all matters relating to this Agreement; and
- E. Comply with the Bylaws, and all policies and procedures of Trindel not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal or removal from Trindel.

ARTICLE XX
TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

This Agreement shall continue in full force and effect until terminated.

Termination of this Agreement shall also constitute the termination of all Programs.

- A. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities acting through their governing bodies; provided, however, that this Agreement and Trindel shall continue to exist for the purpose of disposing of all claims, the distribution of assets, and performing any other functions necessary to conclude the affairs of Trindel.
- B. Upon termination of this Agreement, all net assets of each Program of Trindel shall be distributed among the existing Member Entities. Distributions shall be determined within six (6) months after the disposal of the last pending claim or other liability covered by each Program.
- C. Following the termination of this Agreement, any Member Entity which was a participant in any Program of Trindel shall pay any additional amount of premium, determined by the Board of its designee in accordance with a Special Assessment formula, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.
- D. The Board is vested with all powers of Trindel for the purpose of concluding and dissolving the business affairs of Trindel. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXI

DISPUTE RESOLUTION

When a dispute arises between Trindel and a Member Entity, the following procedure is to be followed.

- A. Request for Reconsideration. The Member Entity will make a written request to Trindel or any appropriate Committee to reconsider its positions, citing the arguments in favor of the Member Entity and any applicable case law that applies. The Member Entity can also, request a personal presentation to that Committee, if it so desires.
- B. If after reconsideration the dispute remains unresolved, the Member Entity may pursue any other legal remedies available to it, including but not limited to, mediation, arbitration or by filing an action in Superior Court.

ARTICLE XXII

LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board or committee of Trindel shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgement or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Trindel funds, or failure to invest.

No Director, Officer, committee member or legal advisor to any Board or committee shall be responsible for any action taken or omitted by any Director, Officer, committee member or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of Trindel shall be used to defend, indemnify and hold harmless Trindel and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of Trindel. Nothing herin shall limit the right of Trindel to purchase insurance to provide such coverage as is herin above set forth.

ARTICLE XXIII

NOTICES

Notices to Member Entities under this Agreement, or the Bylaws shall be sufficient if mailed to their respective addresses on file with Trindel. Notices to Trindel shall be sufficient if mailed to the address of the principal office of Trindel, addressed to the Executive Director.

ARTICLE XXIV

PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of Trindel, without unanimous approval of the Board.

ARTICLE XXV

AMENDMENTS AND EFFECTIVE DATE

This Agreement may be amended by a two-thirds vote of the Member Entities acting through their Board of Supervisors. Upon receipt of the vote of two-thirds of the Member Entities amending this Agreement, such amendment shall become effective immediately, unless otherwise stated therein. As of the effective date of any amendment, such amended Agreement shall replace and supersede the Joint Powers Agreement Creating Trindel Insurance Fund, executed April 28, 1980, and as subsequently amended.

ARTICLE XXVI
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.

ARTICLE XXVII
AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memorandum of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, a Memorandum of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE XXVIII
FILING WITH SECRETARY OF STATE

A notice of this Agreement and any amendments thereto shall be prepared and filed with the California Secretary of State within thirty (30) days of the effective date of this Agreement or any amendment. The notice shall contain the name of each public agency which is a party to the Agreement, the date upon which the Agreement became effective, a statement of purpose of the Agreement or the power to be exercised, and a description of the amendment or amendments made to the Agreement, if any.

IN WITNESS WHEREOF, the parties have executed this Agreement to take effect on the

_____ day of _____, 2018.

COUNTY OF ALPINE

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF COLUSA

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF DEL NORTE

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF LASSEN

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF MODOC

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF MONO

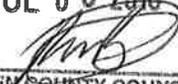
By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

Approved as to Form

JUL 06 2018


LASEN COUNTY COUNSEL

IN WITNESS WHEREOF, the parties have executed this Agreement to take effect on the

_____ day of _____, 2018.

COUNTY OF PLUMAS

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF SAN BENITO

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF SIERRA

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF SUTTER

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

COUNTY OF TRINITY

By _____
Chairman
Board of Supervisors

ATTEST:

By _____
Clerk of the Board
Of Supervisors

Exhibit A

Member Entities

		<u>Since</u>
1. Alpine County	-----	1986
2. Colusa County	-----	1986
3. Del Norte County	-----	1980
4. Lassen County	-----	1986
5. Modoc County	-----	1986
6. Mono County	-----	2000
7. Plumas County	-----	2010
8. San Benito County	-----	1991
9. Sierra County	-----	1986
10. Sutter County	-----	2014
11. Trinity County	-----	1980

Trindel Insurance Fund Bylaws

Exhibit: B of Joint Powers Agreement

As Amended Effective November 3, 2011

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BYLAWS
TRINDEL INSURANCE FUND

ARTICLE I
PURPOSES

The Trindel Insurance Fund (Trindel) is a joint powers authority established under the laws of the State of California (Government Code, Section 6500 et seq.) for the purposes set forth in that certain Joint Powers Agreement Creating the Trindel Insurance Fund, effective as of July 1, 1984, as amended most recently as of July 1, 2009 (the "Agreement"). The definition of terms used in these Bylaws shall be the same as contained in the Agreement, unless otherwise expressly provided herein, and if any provision of these Bylaws conflicts with the Agreement, the Agreement shall govern.

ARTICLE II
OFFICE

Trindel's principal office for the transaction of business shall be located as determined by the Board of Directors. The Board of Directors may change the location of the principal and/or subordinate offices from time to time.

The Board may establish one or more subordinate offices at any location where Trindel is qualified to do business.

ARTICLE III
BOARD OF DIRECTORS

Section 1. **Powers of Directors**

Subject to the powers and limitations as provided by law, the Agreement, or these Bylaws, all powers of Trindel shall be exercised, its property controlled and its affairs conducted by the Board of Directors (the "Board"), as is further specified in the Agreement.

Section 2. **Composition of the Board of Directors**

The Board shall be composed of one (1) Director representing each Member Entity. The Board of Supervisors of each Member Entity shall appoint one of its elected officials or employees as its representative Director on the Board; each shall also appoint an alternate member who may attend and participate. The Member Entities shall notify the Executive Director of both appointments. Notification shall include the appropriate minute order taken from the Board of Supervisors agenda.

Vacancies in either Director or alternate member shall be filled by the appointing member's governing body.

Directors shall not have fixed terms of office but each shall serve on this Board at the pleasure of the appointing Member Entity's governing body, except as provided herein. Termination of office or

employment of the Director or alternate shall automatically result in termination of membership on the Board.

Section 3. Voting Rights

Directors, or in their absence, alternates shall have one (1) vote each at meetings of the Board. There shall be no voting by proxies.

Section 4. Vacancies

Any vacancy in the office of a Director, or alternate whether because of death, incapacity, resignation, removal or otherwise, shall be filled by the governing body of the respective Member Entity.

Section 5. Resignation

Any Director or alternate may resign at any time by giving written notice of such resignation to the Secretary of Trindel. Such resignation shall be effective at the time specified therefore, and acceptance of such resignation shall not be necessary to make it effective.

Section 6. Removal

A Director or alternate may be removed, with or without cause, by the governing body of the respective Member Entity.

Section 7. Withdrawal/Removal

Directors and alternates who represent Member Entities which withdraw or are removed as parties to the Agreement shall be removed as members of the Board, the Executive Committee and other Committees.

ARTICLE IV
MEETINGS OF THE BOARD

Section 1. Regular Meetings

Regular meetings of the Board shall be held at such day, time, and place as the Board may determine.

Section 2. Annual Meeting

The Board shall hold an annual organizational meeting in May or June of each year for the purpose of the installation of new Directors, the election of officers and Executive Committee, approval of the budget, and the transaction of other business.

Section 3. Quorum

A majority of the Directors holding office shall constitute a quorum for the transaction of business at any meeting. All actions of the Board shall require the affirmative vote of a majority of the members at a meeting duly held at which a quorum is present.

Section 4. Public Meetings

All meetings of the Board shall be conducted in accordance with the applicable provisions of the Brown Act, Government Code Section 54950 et seq.

Section 5. Special Meetings

Special meetings, except for emergency meetings held in compliance with Section 54956.5 of the Government Code, may be called by the President of the Board or by a majority of the members of the Board in accordance with the provisions of Government Code Section 54956.

Section 6. Notice of Meetings

Written notice of each regular meeting of the Board shall be delivered to each director and/or alternate director at least seven (7) days in advance of the meeting. The notice shall specify and include:

- i. The place, date, and hour of the meeting.
- ii. Those matters which are intended to be present for action by the Board.
- iii. The general nature of any proposal for action by the Board concerning a change in the Agreement or these Bylaws, a change in the membership of Trindel, or any other matter substantially affecting the rights and obligations of the Member Entities.
- iv. Support material.

Section 7. Adjournment of Meetings

The Board may adjourn any regular, special or adjourned special meeting to a time and place specified in the order of adjournment, provided that the provisions of Section 54955 of the Government Code are complied with.

Section 8. Posting of Agendas

The Board shall post agendas of all regular meetings, containing a brief general description of each item of business to be transacted or discussed at the meeting, at least seventy-two (72) hours before such regular meeting. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on such posted agendas, except as provided by Section 54954.2 of the Government Code.

Section 9. Opportunity for Public to Address the Board

Each agenda for a regular meeting shall provide an opportunity for members of the public to directly address the Board on any item of interest to the public, provided that such matters are within the subject matter jurisdiction of the Board, and provided that no action shall be taken by the Board on any item not appearing on the agenda. The Board may adopt reasonable regulations, which limit the total amount of time allocated for public testimony and for each individual speaker.

Section 10. Compensation of Directors

Directors, alternates, members of committees and officers shall, with the exception of the Executive Director, receive no compensation for their services. However, they shall be entitled to receive such just and reasonable reimbursement of expenses as may be determined by the Board.

ARTICLE V
OFFICERS

Section 1. Officers

The officers of Trindel shall be President, Vice-President, Secretary, and such other officers as the Board may appoint. Except as hereinafter set forth, officers shall be Directors, and their duties may not be performed by alternates. Alternates may also be officers. The Executive Director is also an officer of Trindel; however, the Executive Director is not a member of the Board of Directors.

Section 2. Election

The Board shall elect the President, Vice-President and Secretary, from among the Directors and Alternates and they shall serve one-year terms (or until removed or replaced). Elections shall be held at the annual meeting of the Board. The Treasurer shall be the Executive Director of Trindel, and shall serve at the pleasure of the Board.

Section 3. Vacancies

In case any office becomes vacant by reason of death, resignation, retirement, disqualification, or any other cause, the President may select a Director to fill such vacancy, and the officer so selected shall hold office and serve until the next meeting of the Board, when such appointment shall be confirmed or terminated by the Board.

Section 4. President

The President shall preside at all meetings of the Board and the Executive Committee, and shall have such other powers and duties as may be designated from time to time by the Board.

Section 5. Vice-President

In the absence or disability of the President, the Vice-President shall perform all the duties of the President and, in so acting shall have all powers of the President. The Vice-President shall have such other powers and perform such other duties as may be designated from time to time by the Board.

Section 6. Secretary

The Secretary shall keep, or cause to be kept, a full and complete record of the proceedings of the Board, of the Executive Committee, and of any other committees, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the records of Trindel, and shall discharge such other duties as pertain to the office or as are designated by the Board. Minutes of all Board, Executive Committee, and other committee meetings shall be distributed within 10 working days of the meeting.

Section 7. Removal and Resignation

Any officer may be removed, either with or without cause, by a majority vote of the Directors at any duly held regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the Board, the President, or the Executive Director. Any such resignation shall take effect at the date of the receipt of such notice, or at any later time specified therein and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VI
TREASURER AND SECRETARY

Section 1. Treasurer

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of Trindel, including accounting of its assets, liabilities, receipts, disbursements, gains and losses, and shall perform the duties prescribed by Government Code Section 6505.5 or by the Board. All monies and other valuables shall be deposited, in the name of and to the credit of Trindel, with such depositories as may from time to time be designated by the Executive Committee and ratified by the Board. The funds of Trindel shall be disbursed pursuant to the procedures authorized by the Board. When requested by the President or the Board, the Treasurer shall render an account of the financial condition of Trindel and shall perform all other duties required of him or her by the President, Board and the Committees.

Section 2. Secretary

The Secretary shall be a County auditor of a member, and shall be designated as such by the Board. The Secretary will also be a signatory to the general checking account and to all certificates of deposit in order that funds may be moved in the absence of the Treasurer. The Secretary shall be available to assist the Treasurer at any time requested.

ARTICLE VII
EXECUTIVE COMMITTEE

An Executive Committee shall be formed pursuant to the provisions of the Joint Powers Agreement and shall have the following powers and functions:

- A. The Executive Committee shall have those powers and functions delegated to it by the Board.**
- B. The Executive Committee shall review applications for membership and make recommendations to the Board.**
- C. The Executive Committee shall determine the frequency of risk management audits of the facilities and activities of member entities and monitor compliance with recommendations to correct or eliminate deficiencies noted. Such risk management audits shall be paid for by Trindel and charged back to member entities as part of their annual contributions.**
- D. The Executive Committee shall recommend to the Board actions to be taken regarding non-compliance with risk management recommendations.**
- E. The Executive Committee may recommend to the Board removal of a member entity, with or without cause, pursuant to Article XVI of these Bylaws.**
- F. The Executive Committee shall oversee the activities of the Executive Director and other service providers.**
- G. The Executive Committee shall review and recommend to the Board any special Assessments necessary to maintain the financial soundness of Trindel's programs.**

ARTICLE VIII
OTHER COMMITTEES

Committees of the Board shall be standing or special. Each committee shall exercise such power and carry out such functions as are designated by these Bylaws or as delegated to it by the Board or the Executive Committee. Except as otherwise provided by the Board, or these Bylaws, such committees shall be advisory only and subject to the control of the Board or the Executive Committee, whichever appoints them.

Except as may otherwise be provided, by the Board or by these Bylaws, any expenditure of funds by a committee shall require prior approval by the Board.

In addition, each Committee shall conduct its business in compliance with the applicable provisions of the Brown Act.

ARTICLE IX
MEMBER OBLIGATIONS

Member Entities shall take appropriate action to prevent claims and to mitigate the costs of such claims which may be covered by Trindel's coverage programs. Such action shall include:

- A. Cooperation and communication in a timely manner with Trindel, its insurers, adjusters, legal counsel, loss prevention personnel or other service providers;
- B. Cooperation with Trindel in the determination and/or clarification of any incidents which might become claims;
- C. Compliance with any risk management standards, safety programs, or other policies and procedures required by Trindel;
- D. Filing, in a prompt and timely manner, all statewide, county, and locally mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interest.

ARTICLE X
PROGRAMS

All Member Entities shall participate in the Property, Liability and Workers' Compensation Programs at whatever self-insured retention or deductible level the Board sets either by program or member. All members shall also participate in all safety and risk management programs, as established by the Board, unless specifically exempted from mandatory participation. The Board shall not exempt a member from any of the programs named in this Article unless requested by a member and then only if the requesting member has a compelling fiscal reason that will cause the requesting member to suffer irreparable fiscal harm. Further the requesting member must present evidence of this fiscal harm and the alternative they propose. For purposes of this Article, "Program" includes the Program of Loss Prevention Evaluation (Loss Prevention Subsidy Program, including the Loss Prevention Specialists), Loss Control Funds Program, Employee Assistance Program, Trindel Safety Officer, Leadership/Supervisor Training Program, Loss Control Subsidy Program and any other programs or services the Board may determine in the future. The Board may, by adoption of a Resolution, add or discontinue a program, as defined in this Article.

ARTICLE XI
COVERAGES & DEDUCTIBLES

Section 1. Insurance Policies, Memorandums of Coverage, Insuring Agreements, etc.

Generally members will secure, in their own name, the types of insurance they deem necessary. Once the member has secured the insurance, Trindel Insurance Fund (Trindel) arranges for the administration of any covered claims and pays all associated covered costs with funds the individual member has on deposit with Trindel. Trindel will only use member funds for costs which are for covered claims. The definition of a covered claim is as defined in the appropriate insuring policy, agreement and/or memorandum of coverage.

- If the claim is not a covered claim there is no duty on the part of Trindel to pay any claim costs associated with the non-covered claim. (This section only applies to claims, as Trindel operates numerous other programs, as defined in the Bylaws and various Resolutions that make use of the member's funds on deposit with Trindel for costs other than claim costs.)
- The decision whether or not a claim is a covered claim, will be made by the issuer of the insuring policy, agreement and/or memorandum of coverage, not by Trindel. Currently there are insuring policies, agreements and/or memorandums of coverage for airport, aircraft, boiler & machinery, crime/bond, liability, medical malpractice, property, pollution, watercraft and workers' compensation programs, all with their own specific definitions of a covered claim, deductible and/or self-insured retention.
- If it is unclear whether or not a claim is a covered claim, the Executive Director, at his/her discretion may send a reservation of rights letter to the member. The claim costs may or may not be paid up to the point a determination is made as to whether or not a claim is a covered claim. If it is determined that a claim is not covered the Executive Director shall bill the member for any costs paid on the non-covered claim. If no claim costs have been paid and it is determined to be a covered claim, all claim costs associated with the claim shall be paid.

Section 2. Deductibles and/or Self-Insured Retentions

Each of the insuring policies, agreements and/or memorandums of coverage has a deductible and/or self-insured retention, meaning the amount that is the responsibility of the insured. Trindel will arrange for the administration of and pay the deductible/self-insured retention for a covered claim from the member's funds.

- If the claim is not a covered claim under one of the insuring policies, agreements and/or memorandums of coverage, Trindel will not pay for any costs associated with the claim, except as noted in Section 1 above regarding a reservation of rights letter.

Section 3. Trindel Imposed Deductibles and/or Self-Insured Retentions

Within the member's deductible and/or self-insured retention of any insuring policy, agreement and/or memorandum of coverage, Trindel, by action of the Board of Directors, may impose a deductible and/or self-insured retention on a covered claim up to the point where the actual insuring policy, agreement or memorandum of coverage point begins. (This provision only applies to a covered claim as no payments will be made for non-covered claims, except as noted in Section 1 above regarding a reservation of rights letter.) The imposition of any deductible and/or self-insured retention shall only be done by Resolution of the Board of Directors.

ARTICLE XII
ANNUAL CONTRIBUTIONS & SPECIAL ASESMENTS

The Board of Directors shall by June 30 distribute to Members contribution amounts required for the following Year. The basis of contributions shall be adopted by the Board of Directors after receiving the advice of a qualified actuary and shall include:

1. Each member's share of expected claims, excess insurance, and administrative costs;
2. Each member's share of all other costs as determined by the Board of Directors.

Each Year of Trindel shall operate separately from every other Year with regard to its assets and liabilities. All contributions, obligations, expenditures and disbursements of Trindel that can be identified by Year shall be accounted for separately by each Year.

Joint program revenues, liabilities and expenses that cannot be separately and distinctly identified to a specific Year shall be allocated to each Year in a logical and consistent manner, as determined by the Board of Directors.

Should the total costs of a Year exceed the total income of that year, Members may be charged a Special Assessment as determined by an actuary or consultant and approved by the Board of Directors, Late payment of additional contributions are subject to late payment penalties as determined and approved by the Board of Directors.

Should the total asset of a Year exceed liabilities of that year, participating Members may receive a return of contributions as determined by an actuary or consultant and approved by the Board of Directors.

Any subrogation recoveries received by Trindel, or its Members, shall be credited to the amounts paid by Trindel for the Member, with the remainder, if any, remitted to the member and accounted for separately by each Year.

A general fund shall be established and maintained to receive monies, pay operating expenses, hold reserves and pay claims. Trindel shall accept and deposit in the general fund all monies received.

ARTICLE XIII
BUDGET

An annual budget for Trindel shall be prepared and shall separately show the following:

- A. A general and administrative section;
- B. An interest income section;
- C. A capital expenditure section; and
- D. Sections for each coverage layer of each program year of each program specifying:
 1. The actuarially estimated claims and allocated claims adjustment costs;
 2. An equitable allocation of the general and administrative costs;
 3. An equitable allocation of the interest income

ARTICLE XIV
INVESTMENT AND DISBURSEMENT OF FUNDS

Section 1. **Investment**

The Treasurer may invest money not required for the immediate necessities of Trindel, as directed by the Board, in the same manner and on the same conditions as local agencies, as provided by Government Code Section 53601.

Section 2. **Disbursement**

The Administrative Assistant shall draft checks to pay demands against Trindel after such demands have been approved by the Executive Director. A register of all checks issued since the last Board meeting shall be provided at each Board meeting for review and approval by the Board.

ARTICLE XV
ADMINISTRATION

Section 1. **Executive Director**

The Executive Director shall attend meetings of the Board and of the Executive Committee, but shall have no vote, and shall administer the business and activities of Trindel, including the duties of Treasurer and those specific duties assigned by the Board or the Executive Committee or required by the Agreement.

The Executive Director shall be either an independent contractor or employee of Trindel and shall be responsible for the management of Trindel's business, subject to the review and approval by the Board or the Executive Committee.

Section 2. **Duties of Executive Director**

Duties of the Executive Director shall include:

- A. Coordination and carrying out Trindel's purposes and objectives according to Trindel's established policies and procedures, policy directives from the Board or the Executive Committee, and the approved work program;
- B. Attending, as a non-voting member, the meetings of the Board, the Executive Committee and other committees;
- C. Making recommendations on new Member applications;
- D. Representing the Board and Trindel in dealings with the public and other organizations;
- E. Reporting Trindel's activities to the Member Entities at such times and in such manner as prescribed by them;
- F. Performing such specific duties as are set forth in the Agreement; and
- G. Performing such other duties as are determined by the Board or the Executive Committee.

ARTICLE XVI
REMOVAL

Section 1. Removal for Cause

A Member Entity may be removed upon the recommendation of the Executive Committee. If the Executive Committee makes a recommendation to remove a member the Board shall appoint a hearing officer to conduct a hearing on the matter, and the hearing officer shall be responsible for all notices, procedures and reports in connection with the hearing. Written notice of the date, time and place of the hearing, along with a summary of the reasons supporting the removal for cause shall be delivered to the Member Entity at least fourteen (14) days before the hearing, by certified mail. The notice shall also include any guidelines concerning the procedures to be followed at the hearing. The hearing officer shall preside at the hearings and shall be responsible for the conduct of the hearing and all rulings on procedure, evidence and law during the hearing. Both the Member Entity and Trindel may be represented by legal counsel at the hearing. Both parties may present written and oral evidence. A transcript of the proceedings shall be kept, either by a court reporter or by a good quality tape recorder, a written transcription of which may be prepared at the requesting party expense. Within thirty (30) days after the hearing is declared closed by the hearing officer, he or she shall prepare written findings of fact and law, with a recommendation to the Board, and shall deliver the decision to the Member Entity and Trindel. Within thirty (30) days after receipt of the hearing officer's decision, the Board shall meet and consider and take action on the hearing officer's recommendation. The Board shall permit the Member Entity to present a written response to the hearing officer recommendations no later than 10 days prior to the Board meeting. The Board's decision shall be final.

Section 2. Opportunity to Remedy

When determining whether or not to remove a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed removal. The period of time so allowed shall be within the sole discretion of the Executive Committee. Trindel may require audits to monitor the affected Member Entity's remedial actions or impose any other conditions to its continued participation in Trindel or its Programs.

Section 3. Alternative Coverage

A Member Entity which is the subject of a proposed removal shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

ARTICLE XVII
MISCELLANEOUS

Section 1. Agents and Representatives

The Board may appoint such agents and representatives of Trindel as it deems necessary, with such power and authority to perform acts or duties on behalf of Trindel, so long as they are consistent with the Agreement, these Bylaws and applicable laws.

Section 2. Contracts

Except as otherwise provided in these Bylaws, the Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of Trindel, and such authority may be general or confined to a specific instance. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind Trindel by any contract or engagement, nor to pledge its credit, nor to render it liable for any purpose or to any amount.

Section 3. Bonding

Officers, directors and employees handling funds shall be properly bonded as determined by the Board.

ARTICLE XVIII
AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws adopted by a majority vote of the Board of Directors at any duly held meeting of the Board. The Secretary shall prepare and distribute any proposed revisions to all members of the Board with the notice of such meeting.

CERTIFICATE OF EXECUTIVE DIRECTOR

I, the undersigned, certify that I am presently the Executive Director of the Trindel Insurance Fund and that the above Bylaws, consisting of 14 pages, are amended Bylaws of the Authority, as adopted at a meeting of the Board of Directors held on November 03, 2011.

David Nelson,
Executive Director