



**Northern Region**

- Angels Camp
- Atwater
- Ceres
- Escalon
- Gustine
- Hughson
- Lathrop
- Livingston
- Newman
- Oakdale
- Patterson
- Ripon
- Riverbank
- Sonora
- Sutter Creek
- Tracy
- Turlock
- Waterford

**Central Region**

- Chowchilla
- Clovis
- Dinuba
- Dos Palos
- Firebaugh
- Fowler
- Huron
- Kerman
- Kingsburg
- Los Banos
- Madera
- Mendota
- Merced
- Orange Cove
- Parlier
- Reedley
- San Joaquin
- Sanger
- Selma

**Southern Region**

- Arvin
- Avenal
- Corcoran
- Delano
- Exeter
- Farmersville
- Lemoore
- Lindsay
- Maricopa
- McFarland
- Porterville
- Shafter
- Taft
- Tehachapi
- Tulare
- Wasco
- Woodlake

# CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

1750 Creekside Oaks Drive, Suite 200 ■ Sacramento, CA 95833

(916) 244-1100 ■ (800) 541-4591

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## BOARD OF DIRECTORS

### A G E N D A

**Monday, December 14, 2015, 10:00 a.m.**

All portions of this meeting will be conducted by teleconference in accordance with Government Code Section 54953 (b). The Teleconference locations are as follows:

- Bickmore Risk Services, 1750 Creekside Oaks Drive, Suite 200, Sacramento, California
- City of Angels Camp, 584 S. Main Street, Angels Camp, California
- City of Arvin, 200 Campus Drive, Arvin, California
- City of Atwater, 750 Bellevue Road, Atwater, California
- City of Avenal, 919 Skyline Boulevard, Avenal, California
- City of Ceres, 2720 Second Street, Ceres, California
- City of Chowchilla, 130 S. Second Street, Civic Center Plaza, Chowchilla, California
- City of Clovis, 1033 Fifth Street, Clovis, California
- City of Corcoran, 832 Whitley Avenue, Corcoran, California
- City of Delano, 1015 Eleventh Avenue, Delano, CA
- City of Dinuba, 405 East El Monte Way, Dinuba, California
- City of Dos Palos, 1546 Golden Gate, Dos Palos, California
- City of Escalon, 2060 McHenry Avenue, Escalon, California
- City of Exeter, 137 North "F" Street, Exeter, California
- City of Farmersville, 909 W. Visalia Road, Farmersville, California
- City of Firebaugh, 1133 P. Street, Firebaugh, California
- City of Fowler, 128 S. Fifth Street, Fowler, California
- City of Gustine, 352 Fifth Street, Gustine, California
- City of Hughson, 7018 Pine Street, Hughson, California
- City of Huron, 36311 S. Lassen Ave, Huron, California
- City of Kerman, 850 South Madera, Kerman, California
- City of Kingsburg, 1401 Draper Street, Kingsburg, California
- City of Lathrop, 390 Towne Center Drive, Lathrop, California
- City of Lemoore, 119 Fox Street, Lemoore, California
- City of Lindsay, 251 East Honolulu Street, Lindsay, California
- City of Livingston, 1416 "C" Street, Livingston, California
- City of Los Banos, 520 "J" Street, Los Banos, California
- City of Madera, 205 W. Fourth Street, Madera, California
- City of Maricopa, 400 California Street, Maricopa, California
- City of McFarland, 401 West Kern Avenue, McFarland, California
- City of Mendota, 643 Quince Street, Mendota, California
- City of Merced, 678 West 18<sup>th</sup> Street, Merced, California



\* = Agenda Item Enclosed    **A** = Action Item    **I** = Information Item

City of Newman, 938 Fresno Street, Newman, California  
City of Oakdale, 280 North Third, Oakdale, California  
City of Orange Cove, 633 Sixth Street, Orange Cove, California  
City of Parlier, 1100 E. Parlier Avenue, Parlier, California  
City of Patterson, 1 Plaza, Patterson, California  
City of Porterville, 291 N. Main Street, Porterville, California  
City of Reedley, 845 “G” Street, Reedley, California  
City of Ripon, 259 N. Wilma Avenue, Ripon, California  
City of Riverbank, 6707 Third Street, Riverbank, California  
City of San Joaquin, 21900 Colorado Avenue, San Joaquin, California  
City of Sanger, 1700 7<sup>th</sup> Street, Sanger, California  
City of Selma, 1710 Tucker Street, Selma, California  
City of Shafter, 336 Pacific Avenue, Shafter, California  
City of Sonora, 94 N. Washington Street, Sonora, California  
City of Sutter Creek, 18 Main Street, Sutter Creek, California  
City of Taft, 209 East Kern, Taft, California  
City of Tehachapi, 115 S. Robinson Street, Tehachapi, California  
City of Tracy, 333 Civic Center Drive, Tracy, California  
City of Tulare, 411 E. Kern Avenue, Tulare, California  
City of Turlock, 156 S. Broadway, Suite 230, Turlock, California  
City of Wasco, 764 8<sup>th</sup> Street, Wasco, California  
City of Waterford, 101 “E” Street, Waterford, California  
City of Woodlake, 350 North Valencia Boulevard, Woodlake, California

*In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Yahaira Martinez at (800) 541-4591, ext. 4619 or (916) 244-1199 (fax). Requests must be made as early as possible and at least one full business day before the start of the meeting.*

*Documents and material relating to an open session agenda item that are provided to the CSJVRMA Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833. The documents are also available on CSJVRMA’s website, [www.csjvrma.org](http://www.csjvrma.org).*

1. **CALL TO ORDER**
2. **INTRODUCTIONS**
3. **APPROVAL OF AGENDA AS POSTED (OR AMENDED)** **A**
4. **PUBLIC COMMENTS** – This time is reserved for members of the public to address the Board relative to matters of the Central San Joaquin Valley Risk Management Authority not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to five minutes per person and twenty minutes in total.

**5. PROPOSED AMENDMENTS TO SAN JOAQUIN VALLEY A  
INSURANCE AUTHORITY JOINT POWERS AGREEMENT**

- Pg 6 \*A. Review and Approval of Amendments to the SJVIA Joint Powers Agreement

*Recommendation: Staff recommends the Board of Directors approve the amendments to the SJVIA Joint Powers Agreement as presented and authorize the CSJVRMA President to sign the document.*

**6. CLOSING COMMENTS**

This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.

- A. Board
- B. Staff

**7. ADJOURNMENT**

NOTICES:

- The next two regular meetings of the Executive Committee are scheduled for Thursday and Friday, January 28-29, 2016, at 9:00 a.m. at the Sanctuary Beach Resort in Marina, CA and Thursday, February 25, 2016, at 10:00 a.m. at the Spike N Rail Steakhouse in Selma, CA.
- The next regular meeting of the Board of Directors is scheduled for Thursday, March 24, 2016, at 1:00 p.m, at the Spike N Rail Steakhouse in Selma, CA.
- The next scheduled regional meetings will be held as follows:

**Northern Region, Central Region, and Southern Region:**

**June 24, 2016, Spike N Rail Steakhouse, Selma, CA, 9:00-9:30 a.m.**

December 14, 2015

**PROPOSED AMENDMENTS TO SAN JOAQUIN VALLEY INSURANCE AUTHORITY  
JOINT POWERS AGREEMENT**

**SUBJECT: Review and Approval of Amendments to the SJVIA Joint Powers Agreement**

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**BACKGROUND AND STATUS:**

At its June 28, 2013, meeting, the CSJVRMA Board approved a Resolution authorizing and directing the CSJVRMA President to sign the Joint Powers Agreement to participate in the San Joaquin Valley Insurance Authority (SVJIA) effective July 1, 2013. SJVIA is a joint powers authority formed to provide health insurance to public entities. The CSJVRMA's participation as a member of SJVIA allows the CSJVRMA members to individually enter into a Participation Agreement with SJVIA for health insurance at group rates.

Staff was recently informed that the SJVIA Board has approved proposed changes to the Joint Powers Agreement and would like the new Agreement to become effective January 1, 2016. As a member of SJVIA and signatory to the Agreement, the CSJVRMA Board must review and approve the amendments and authorize the President to sign the document. Mr. Luther Lewis, CSJVRMA Legal Counsel, has reviewed the proposed amendments to the document and stated he has no concerns with any of the changes; but noted the Board President and Board Secretary names on the last page should be updated.

Below is a list of the proposed changes:

- Recitals: Added language referencing the appropriate Government Code Sections referencing the powers of counties forming a JPA.
- Article 1 – Definitions: Added clarifying language to definitions of Insurance Program, Joint Powers Law, Participating Entity and Risk Sharing.
- Article 2 – Purposes of the Agreement: Made language consistent by referring to “Insurance Program” from the definitions section and grammatical edits.
- Article 3 – Term: Added language referring to Article 15 for termination provisions.
- Article 5 – Powers of the Authority: Made grammatical revisions to clarify that the ability of the JPA to enter into a written agreement with any party to establish the terms and conditions upon which contributions and advances may be made by the party to the Authority and repaid to the party by the JPA.
- Article 6 – Board of Directors: Added language that makes clear that the SJVIA Board of Directors are appointed by and from each County's respective Board of Supervisors.
- Article 7 – Powers of the Board of Directors: Clarifies that the Board may appoint ad hoc standing committees which may include representatives of Participating Entities.

- Article 8 – Meetings of the Board of Directors: Added language confirming that Board meetings are called, noticed and held in accordance with the Ralph M. Brown Act. Also added language stating that if any supporting agenda materials that are also disclosable public records are distributed to all, or a majority of all, of the members of the Board after the notice is published, the Authority shall provide copies of those materials at the same time those materials are distributed to all, or a majority of all, of the members of the Board. This is consistent with Government Code Section 54957.5(b)(1).
- Article 9 – Officers: Added language clarifying that the election of officers shall occur at the first meeting in every second calendar year.
- Article 10 – Administration: Updated the title of positions from which the Board may appoint the SJVIA Manager or Assistant Manager from “Deputy Director of Personnel” to “Director of Personnel Services”. The old title is no longer valid. Also added language to clarify that staff may perform duties with the assistance of designated staff.
- Article 13 – Responsibilities of Funds & Property: Added language that the Auditor-Treasurer shall bring the Investment Policy to the Board at least biennially for review and approval by the Board.
- Article 14 – Responsibilities of Parties: Added language to make clear that Participating Entities shall appoint a liaison to the SJVIA. The original language only referred to the Parties to the JPA Agreement.
- Article 18 – Notices: Added language to make clear that Participating Entities must provide the Authority with the address to which communications are to be sent. The original language only spoke about Parties to the Agreement.
- Minor formatting/grammatical changes throughout the document.

Enclosed for the Board’s review is the Joint Powers Agreement in redline/strikeout, along with a clean copy for ease of review.

**RECOMMENDATION:**

Staff recommends the Board of Directors approve the amendments to the SJVIA Joint Powers Agreement as presented and authorize the CSJVRMA President to sign the document.

**REFERENCE MATERIALS ATTACHED:**

- Proposed SJVIA Joint Powers Agreement – redline/strikeout
- Proposed SJVIA Joint Powers Agreement – clean copy

**AMENDED & RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
CREATING**

~~THE SAN JOAQUIN VALLEY INSURANCE AUTHORITY~~  
**THE SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)**

~~EFFECTIVE DATE: JULY~~ **EFFECTIVE DATE: JANUARY 1, 2013** ~~2016~~

TULARE COUNTY AGREEMENT NO. 24259-C

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ARTICLE



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**JOINT EXERCISE OF POWERS AGREEMENT  
CREATING THE SAN JOAQUIN VALLEY INSURANCE AUTHORITY (SJVIA)**

THIS amended and restated Agreement (~~("Agreement")~~) is made and entered into effective ~~1st day of July, 2013~~ January 1, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ~~hereinafter referred to as "~~ ("COF";), the COUNTY OF TULARE, a political subdivision of the State of California, ~~hereinafter referred to as "~~ ("COT";), and the Central San Joaquin Valley Risk Management Authority, a joint powers authority, ~~hereinafter referred to as "~~ ("CSJVRMA";). COF, COT and CSJVRMA each are a "Party" to this Agreement, and COF, COT and CSJVRMA together are the "Parties" to this Agreement.

**RECITALS**

**WHEREAS**, ~~Article, Title 1, Chapter 5,~~ Division 7, ~~Title 1~~ Chapter 5, Article 1 (beginning with section 6500) of the California Government Code ~~(Section 6500 et seq.)~~ permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, the Parties each are public agencies, which have the common power, ~~pursuant to~~ under California Government Code section 23004(e), subdivision (c), for COT and COF, and under California Government Code section 6500, et seq., for CSJVRMA, to make contracts necessary to the exercise of their respective powers; and

**WHEREAS**, the Parties desire to join together for the purpose of creating a new joint powers agency, the SJVIA, that will negotiate, purchase or otherwise fund health, pharmacy, vision, dental, and life insurance for the employees of COF ~~and~~, certain employees of COT, in all instances subject to obtaining a financial commitment by Parties to pay for their respective costs ~~thereof of that insurance~~ as provided ~~herein in this Agreement~~; and

**WHEREAS**, the Parties desire to secure ~~such coverage, as hereinafter provided, that insurance through a joint powers agency~~ for the purpose of obtaining ~~such other coverage and/or insurance policies~~ at more favorable rates, and administering ~~such those~~ insurance programs with greater efficiency, than they could obtain by their ~~individual efforts~~ individual efforts; and

~~WHEREAS~~WHEREAS, collaboration and consolidation of governmental services benefits the public and the ~~taxpayer~~taxpayers, and if the Parties determine that it is to their mutual benefit, the Parties believe the SJVIA should provide access to other public agencies in ~~proxim-ity~~geographical proximity to and with interests and risks similar to those of the Parties by considering the execution of a Participation Agreement ~~among~~between the SJVIA and such other

~~\_~~public agencies that would permit ~~such-other-public~~those agencies to participate in the SJVIA insurance programs ~~in the future~~, provided that ~~such~~those other public agencies make financial commitments similar to those made by the Parties in connection with this Agreement~~-~~, as provided ~~herein~~in this Agreement.

**NOW THEREFORE**~~-~~, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged~~-~~, the Parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

~~"SJVIA" or "Authority"~~ shall mean the San Joaquin Valley Insurance Authority;  
~~"Authority"~~ shall mean the SJVIA created by this Agreement.

~~"Biweekly"~~ shall mean an event or act which only occurs once every two weeks.

~~"Board of Directors" or "Board"~~ shall mean the governing body of the Authority.

~~"Fiscal year"~~ shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of the Authority.

~~"Government Code"~~ shall mean the California Government Code.

~~"Insurance Program"~~ shall mean a program of the ~~Authority~~ Authority under which a participating Party, or Participating Entity ~~is or are able to~~ may obtain, through the Authority, primary or excess insurance, or Reinsurance, ~~that is self-funded, or pooled self-funded, or in any combination thereof,~~ as determined by the Board of Directors, in all instances subject to the Authority obtaining a financial commitment by the applicable Party ~~or Participating Entity~~ to pay for ~~their~~ its respective costs ~~thereof of the program,~~ as ~~herein~~ provided ~~in this Agreement.~~ The Board of Directors may ~~determine~~ establish applicable criteria for determining eligibility in any insurance program, ~~as well as establishing and may establish~~ program policies and procedures.

~~"Joint Powers Authority"~~ shall mean an ~~Agency~~ agency or ~~Group~~ group that has been established pursuant to California joint powers law.

~~"Joint Powers Law"~~ shall mean ~~Article~~ Title 1, ~~Chapter 5,~~ Division 7, ~~Title 1~~ Chapter 5, Article 1 (~~commencing~~ beginning with ~~Section~~ section 6500) of the Government Code.

~~"Participating Entity"~~ shall mean a ~~County, City, Special District or other~~ county, city, special district, local instrumentality of the State, or Joint Powers Authority that has been approved by the Board of Directors to participate in an ~~insurance program~~ The Insurance Program and has executed a Participation Agreement with the SJVIA, and a Party to the extent of its participation in an Insurance Program under a Participation Agreement.

~~"Participation Agreement"~~ shall mean the agreement establishing the obligations, responsibilities ~~as well as the~~ terms, and conditions, of a ~~participating entity, that is not a signatory to the SJVIA joint powers agreement are identified in a~~ Participating Entity's participation ~~agreement,~~ in an Insurance Program.

~~"Risk Sharing and Risk Sharing Program" shall mean the comingling of resources of two or more Parties and/or participating entities for the purpose of sharing the funding of Insurance Program costs and expenses.~~

~~"Self-funded Benefits Program" shall mean the funding of program costs and expenses whereby the funding would come solely from the Party whose employees are receiving the benefits.~~

~~"(Self-funded) Pooled Benefits Program" shall mean the funding of program costs and expenses whereby the funding would come from more than one Party and have the element of Risk Sharing as defined in this Agreement.~~

"Reinsurance" shall mean insurance that is part of the insurance ~~provider's~~provider's risk that is assumed by other insurance companies in return for part of the premium paid by the Authority in order to lessen or spread the risk of the insurance provider with whom the Authority is contracting, and in return, to lessen the cost of such insurance to the Authority.

**ARTICLE 2**  
**PURPOSES OF THE AGREEMENT**

This Agreement is entered into by the Parties so that the Authority shall jointly develop and obtain pooled self-funded or purchased Insurance Programs and related administrative services as selected by the Authority, in all instances subject to ~~obtaining~~ a financial commitment by ~~Parties or the~~ Participating Entity to pay for ~~their~~ its respective costs ~~thereof, of the Insurance Program~~ as ~~hereinafter~~ provided ~~in this Agreement~~. Such pooled self-funded or ~~purchased~~ Insurance Programs obtained by the Authority shall be procured by whatever program the Parties agree to with the Authority, including ~~self-funded~~, self-funded pools for the enumerated benefits as well as purchased insurance for health, pharmacy, vision, dental, mental health and life insurance, including ~~Reinsurance~~ ~~reinsurance~~ thereof, and the provision of necessary administrative services. ~~Such programs~~ ~~Insurance Programs~~ may include, but are not limited to: the creation of joint insurance funds, including primary and excess insurance funds; the pooling of self-insured claims and losses; purchased insurance, including reinsurance; and the ~~provision of necessary administrative services~~. Such administrative services may include, but ~~shall~~ ~~are~~ not ~~be~~ limited to, COBRA administration, eligibility management and reporting, health insurance consulting, actuarial consulting, and claims adjusting. Each ~~program, including the~~ ~~Insurance Program and its~~ costs ~~thereof~~, shall be established and maintained separately from each other; provided, however, ~~that~~ the costs of administrative services may be allocated among ~~such~~ ~~programs~~ ~~Insurance Programs~~ based upon any reasonable and equitable allocation method ~~as determined by the Board~~.

**ARTICLE 3**  
**TERM**

This Agreement shall continue in full force and effect until terminated as provided ~~herein~~ ~~in Article 15 of~~ ~~this Agreement~~.

**ARTICLE 4**  
**CREATION OF THE AUTHORITY**

Pursuant to the Joint Powers Law, there is hereby created a public entity separate and apart from the Parties, to be known as the San Joaquin Valley Insurance Authority (~~“(“SJVIA” or the “Authority”);”~~).

with such powers as are ~~hereinafter~~ set forth in this Agreement. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority ~~alone~~, except as provided in Article 15 of this ~~agreement~~Agreement, and shall not constitute debts, liabilities, or obligations of any party to this Agreement notwithstanding the payment of respective costs ~~as referenced~~identified in Article 2. The Authority, its Board, officers, membership and staff shall be governed by this Agreement, the ~~Bylaws~~bylaws, if any, and other documents duly adopted by the Authority.



**ARTICLE 5**  
**POWERS OF THE AUTHORITY**

The Authority shall have all powers set forth in the Joint Powers Law, and is hereby authorized to do all acts necessary for the exercise of ~~said those~~ powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts, including ~~contracts with the Parties and/or Participating Entities pursuant~~ but not limited to Participation Agreements and agreements under Article 11, subdivision (d) hereof. ~~paragraph (c), of this Agreement.~~

(b) To incur debts, liabilities, and obligations, ~~subject to Section Article 11, subdivision (d).~~  
~~hereof.~~

~~(c)~~ (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities, ~~subject to Section Article 11, subdivision (d) hereof.~~

(d) To sue and be sued in its own name, and to settle any claim against it.

~~(d)~~ (e) To receive and use contributions and advances from ~~the any Party or~~ Parties ~~and/or Participating Entity or~~ Entities as provided in Government Code ~~Section~~ section 6504, including contributions or advances of premiums, personnel, equipment, ~~or property, subject to Section Article 11, subdivision (d) hereof.~~

~~To receive and use contributions and advanced from the Parties and Participating Entities including contributions or advances of premiums, personnel, equipment, or property, subject to Section Article 11, subdivision (d) hereof.~~

(f) To repay advances made by any Party after October 31, 2015, on the terms provided in this paragraph, if the resolution of the Party's governing body to authorize the advance expressly requests repayment. Such advances shall be repaid as follows: (1) over a period ending no later than the end of the fiscal year following the fiscal year in which the advance is made; (2) with interest at the annualized pool rate of the Party making the advance for the fiscal year preceding the advance. The Authority may enter into a separate written agreement with a Party to repay an advance on terms different from those provided in this paragraph.

(g) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5- and Article 13 of this Agreement.

(h) \_\_\_\_\_ To carry out all provisions of this Agreement. ~~Said~~

The powers established under this Article 5 shall be exercised pursuant to the terms ~~hereof~~ this Agreement and in the manner provided by law.

Pursuant to Government Code section 6509, the aforementioned powers shall be subject to those restrictions as apply to the COT.

## ARTICLE 6

### BOARD OF DIRECTORS

#### Composition of the Board of Directors

The Authority shall be governed by the Board of Directors, which shall be composed as follows: Seven directors, four of whom are appointed by and from the Board of Supervisors of the COF and three of whom are appointed by and from the Board of Supervisors of the COT. Each of the Board of Supervisors shall designate other members of their respective Boards of Supervisors to serve as the alternate or alternates in the absence of one or more appointed directors.

## Voting Protocols

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business (e.g., four present members of the seven member Board of Directors shall constitute a quorum). Approval of proposed actions requires a simple majority vote of the Board of Directors present at a meeting of the Board of Directors except as provided ~~herein-in this Agreement.~~ Any action ~~which~~that would affect any ~~one~~ of the ~~Authority's~~ Insurance Programs in which a Party is participating shall additionally require the affirmative vote of a majority of those Board of Directors members who represent ~~the~~that Party ~~participating in that Insurance~~

~~Program.~~ Enactment of any of the Board of Directors actions enumerated below shall require a supermajority vote of the Board of Directors. A supermajority is five of the seven members of the Board of Directors regardless of the number of ~~-~~voting members who are present ~~-at the Board-~~ of Directors meeting.

Matters subject to supermajority vote are:

1. Establishing the premium rates for each ~~Party's~~Party's cost of participating in any ~~Authority~~ Insurance Programs from year to year;

~~Approval of~~2. Approving any rebates of excess funds or assessments or surcharges to the any of the Parties ~~and/~~or Participating Entities; or

3. Adopting any risk sharing formulas for self-funded, pooled self-funded~~-~~, or insured programs approved and obtained by the Authority.

## **ARTICLE 7 POWERS OF THE BOARD OF DIRECTORS**

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

(a)~~-~~\_\_\_\_\_ The Board of Directors shall exercise all ~~-~~powers ~~-and -~~conduct ~~-all -~~business ~~-of-~~ the Authority, either directly or by delegation to its officers and staff.

~~(b)~~ The Board of Directors shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Articles 9 and 10 ~~hereof~~ of this Agreement.

~~(c)~~ The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority.

~~(d)~~ The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each Insurance Program of the Authority, including all provisions for Reinsurance, if any, and administrative services necessary to carry out ~~such~~ each Insurance Program.

~~(e)~~ ~~(e)~~ The Board of Directors shall provide for necessary services to the Authority, the Parties and Participating Entities, by contract or otherwise, which may include, but ~~shall~~ is not ~~be~~ limited to, risk

\_management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(f) The Board of Directors shall provide general supervision and policy direction to the staff of the Authority.

(g) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority—, including, but not limited to, establishing ~~Ad Hoc~~ Ad hoc or ~~Standing Committees~~ standing committees, which may include representatives of participating entities, Participating Entities.

## ARTICLE ~~S~~8

### MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The staff of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors shall be called, noticed, held and conducted in accordance with the provisions of ~~Government Code Section 54950 et seq.~~ the Ralph M. Brown Act (Title 5, Division 2, Part 1, Chapter 9 (beginning with section 54950) of the Government Code).

~~The~~ (d) For each meeting of the Board of Directors, the Authority shall provide a copy of the agenda to each of the Parties ~~the agenda, including, as well as~~ any supplements ~~thereof, to that agenda~~ and any supporting agenda materials ~~of all meetings of the Board of Directors that are also disclosable public records under the California Public Records Act (Title 1, Division 7, Chapter 3.5 (beginning with section 6250) of the Government Code).~~ not later than the time that the Authority publishes notice of ~~such meetings pursuant to that meeting under~~ paragraph (c), immediately above. If any supporting agenda materials that are also disclosable public records are distributed to all, or a majority of all, of the members of the Board after the notice is published, the Authority shall provide copies of those materials at the same time those materials are distributed to all, or a majority of all, of the members of the Board.

**ARTICLE 9  
OFFICERS**

The Board of Directors shall elect from its membership a President and Vice President of the Board of Directors, to serve for two-year terms. Election of officers shall occur at the first meeting in every second calendar year. The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors.

**ARTICLE 10  
ADMINISTRATION**

(a) The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

~~(1)~~ (1) **SJVIA Manager (“~~Manager~~”).** The Authority shall have a Manager who shall ~~be~~, at the selection of the ~~Authority~~, Board, be either ~~be~~ the Human Resources Director of the COT or ~~Deputy~~the Director of Personnel Services or Employee Benefits Manager for the COF. The ~~Authority's~~Authority's Manager shall, with the assistance of staff designated by the Manager from his or her county department, administer the ~~business~~ ~~and~~ ~~activities~~ of the ~~Authority~~, subject to the ~~general supervision and~~ ~~policy~~

direction of the Board of Directors, and within the scope of this Agreement, shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as are assigned by the Board of Directors within the scope of this Agreement. The charges to the ~~Authority~~Authority for the services of the Manager and his or her designated staff shall be determined by the board of supervisors of the county from which ~~such staff members are~~the Manager is appointed.

~~(2)~~ (2) **SJVIA Assistant Manager** (~~“(Assistant Manager)”~~). The Authority shall have an Assistant Manager who shall ~~be~~, at the selection of the ~~Authority, Board, be~~ either ~~be~~ the Human Resources Director of the COT or ~~Deputy~~the Director of Personnel Services or Employee Benefits Manager for the COF. The ~~Authority's~~Authority's Assistant Manager shall, along with the Manager, and with the assistance of staff designated by the Assistant Manager from his or her county department, administer the business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors, and within the scope of this Agreement, and shall, along with the Manager, be responsible for all minutes, notices and records of the Authority, and shall perform such other duties as are assigned by the Board of Directors within the scope of this Agreement. The charges to the Authority for the services of the Assistant Manager and his or her designated staff shall be determined by the board of supervisors of the county from which ~~such staff members are~~the Assistant Manager is appointed.

~~(3-)~~ (3-) **Auditor-Treasurer of the COF or the COT**. The duties of the Auditor-Treasurer are set forth in of this ~~Agreement~~Agreement. Pursuant to Government Code ~~Section~~section 6505.5, the Auditor-Treasurer shall be the county auditor, controller, or auditor-controller of the COF or the COT, at the selection of the ~~Authority~~Board of Directors. Upon such selection, the Authority shall obtain the consent of the applicable county auditor, controller, or auditor-controller to serve as the ~~Authority's~~Authority's Auditor-Treasurer. The Auditor-Treasurer may designate staff from his or her county department to assist in carrying out the duties of Auditor-Treasurer.

~~(b)~~ (b) **Charges for Auditor-Treasurer and Auditor Services**. Pursuant to Government Code Section 6505, the charges to the Authority for the services of the Auditor-Treasurer and his or her designated staff shall be determined by the board of supervisors of the county from which ~~such staff members are~~the Auditor-Treasurer is appointed.

(c) (c) **Other Staff**. The Board of Directors shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

## ARTICLE 11

### DEVELOPMENT, FUNDING AND IMPLEMENTATION OF INSURANCE PROGRAMS

(a) Insurance Program Coverage. The Authority may establish Insurance Programs to provide insurance coverage through a fully- or ~~—~~partially-insured plan(s), or self-funded plan(s) or pooled self-funded plan(s)), for any combination of:

- (1) Medical;
- (2) Pharmacy
- (3) Dental;
- (4) Vision;
- (5) Mental Health;
- (6) Wellness and Preventative Care; and
- (7) Life or Disability Insurance.



The Board shall determine, for each ~~such program~~ Insurance Program, a minimum number of participants required for program implementation and may develop specific program coverage requiring detailed agreements for implementation of the above programs. The ~~Authority's~~ Authority's participation in each ~~program~~ Insurance Program is subject to an approved and executed Participation Agreement with the Parties or Participating Entities, as applicable, as provided ~~herein~~ in this Agreement.

~~The Board of Directors shall determine, for each such Program, a minimum number of participants required for such Program implementation.~~

~~(b) Competitive Selection.~~ If the Authority seeks to provide coverage through a fully- or partially-~~insured plan,~~ or self-funded or pooled self-funded plan, the Authority shall conduct a competitive selection process to determine the provider(s) which will provide the Insurance Program. The competitive selection process shall be according to policies for procuring services employed by the Party ~~chosen by from which the Authority to administer its business and activities pursuant to Manager is selected under Article 10 hereof as Manager of this agreement.~~

~~(c) Execution of Contract(s), Participation Agreements and Contracts.~~ If the Authority and ~~the Parties and/a Party~~ or Participating ~~Entities execute a written contract(s)~~ Entity executes a Participation Agreement requiring the Authority to fund ~~the an Insurance~~ Program(s), and the annual administrative expenses of the Authority, then the Authority shall timely execute the corresponding contract(s) with the provider(s).

## ARTICLE 12 ACCOUNTS AND RECORDS

~~(a) Annual Budget.~~ The Authority shall annually adopt an operating budget.

~~(b) Funds and Accounts.~~ The Auditor-Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts ~~shall be established and maintained for each insurance program~~ Insurance Program under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Auditor-Treasurer shall be open to inspection at all reasonable times by authorized representatives of the Parties.

The Authority ~~shall~~ adhere to the standard of strict accountability for funds set forth in Government Code ~~Section~~ section 6505.

~~(c) Auditor's Report.~~ ~~The Auditor-Treasurer,~~ within one hundred and twenty (120) days after the close of each fiscal year, shall give to the Board of Directors, the Parties, and the Participating

Entities, a complete written report of all financial activities for ~~such~~that fiscal year ~~to the Board of Directors the Parties and Participating Entities.~~

~~(a)~~ (d) **Annual Audit.** Pursuant to Government Code ~~Section~~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 with the Parties and Participating Entities and also with both the county auditor of COT and the county ~~where the home office~~auditor of ~~the Authority is located~~COF and shall be sent to any public agency or person in California that submits a written request to the Authority. The report shall be filed

within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of the Authority.

### ARTICLE 13 RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Auditor-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 of Directors to perform that function, subject to the requirements of paragraph (b) below. The Auditor-Treasurer shall hold and prudently invest any funds for which he or she has custody consistent with the Investment Policy of the Authority. ~~The Auditor-Treasurer's primary objective~~ as approved by the Board. The Board shall review the Investment Policy of the Authority no less frequently than biennially. The Auditor-Treasurer's primary objectives in holding and investing such funds shall be: first, to safeguard the principal of such funds under his or her control; second, to meet the liquidity needs of the Authority; and third, to achieve a return on such funds under his or her control.

(b) Pursuant to Government Code Section 6505.5, the Auditor-Treasurer shall:

(1) Receive and acknowledge receipt for all funds of the Authority and place them in the treasury of the Auditor-Treasurer to the credit of the Authority.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all Authority funds so held by him or her.

(3) Pay any sums due from the Authority, as approved for payment by the Board of Directors or by ~~anybody or any~~ person to whom the Board of Directors has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Auditor-Treasurer.

(4) Verify and report in writing to the Authority and to the COF, COT and Participating Entities, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

(c) Pursuant to Government Code Section 6505.1, the President, the Vice-President, the Auditor-Treasurer, and such other persons as the Board of Directors may designate ~~who~~ shall have charge of, handle, and have access to the property of the Authority.

(d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of the Authority-, and all officers and staff who are authorized to have charge of, handle, and have access to property of the Authority.

**ARTICLE 14**  
**RESPONSIBILITIES OF PARTIES**

The Parties shall have the following responsibilities under this Agreement:

(a) The board of supervisors of each Party shall appoint ~~representative(s) to members of~~ the Board of Directors, pursuant to Article 6 ~~hereof of this Agreement~~.

(b) Each Party shall appoint an officer or employee of the Party to be responsible and serve as a liaison between the Party and the Authority for all matters relating to the Authority. ~~Likewise, each Participating Entity that is not also a Party shall appoint an officer or employee of the Participating Entity to be responsible and serve as a liaison between the Participating Entity and the Authority for all matters relating to the Authority.~~

(c) Each Party shall, and each Participating Entity ~~shall that is not also a Party shall be required to~~, fund its share of the ~~Authority's~~ Authority's annual administrative expenses ~~as provided that such Party enters into a participation agreement as described in its Participation Agreement~~ Article 11 ~~hereof of this Agreement~~.

(d) Each Party shall, and each Participating Entity ~~shall that is not also a Party shall be required to~~, provide the Authority such other information or assistance as may be necessary for the Authority to develop and implement Insurance Programs under this Agreement.

(e) Each Party shall, and each Participating Entity ~~shall that is not also Party shall be required to~~, cooperate with and assist the Authority-, any insurer of ~~or insurance provider to~~ the Authority, and other ~~contractor~~ contractors of the Authority in all matters relating to this Agreement, and shall comply with all ~~Bylaws~~ bylaws, if any, and other rules or policies established by the Board of Directors.

(f) Each Party shall have such other responsibilities as are provided elsewhere in this Agreement-, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

## ARTICLE 15 TERMINATION

~~The Parties~~ (a) COT or COF may terminate, ~~and CSJVRMA may withdraw from~~, this Agreement upon 180 days advance written notice to the other Parties and the Authority-, provided however, if ~~such a termination~~ notice is delivered after the start of an ~~insurance program~~ Insurance Program year, termination of this Agreement shall not be effective until the completion of that program year. ~~The~~ A written notice of intent to terminate or withdraw may be ~~withdrawn~~ rescinded no later than 120 days prior to the end of the ~~program~~ Insurance Program year.

(b) Upon termination of this Agreement, all assets ~~/ and~~ debts of the Authority in each ~~program~~ Insurance Program shall be distributed among the Parties and Participating Entities that are not also parties in proportion to their cash contributions, including premiums paid and property

contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the Insurance Program.

(c) This Agreement and the Authority shall continue to ~~exist until~~ such time as the final disposition of all claims, distribution of all assets, and performance of all other functions necessary to conclude the affairs of the Authority.

**ARTICLE 16**  
**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 committees of the Authority 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 judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent or employee selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest, performed in good faith.

No director, officer, committee member, or legal advisor to any board or committee shall be responsible for any action taken or omitted by any other director, officer, committee member, or legal advisor to any board or committee. No director, officer, committee member or legal advisor to any board or 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 the Authority shall be used to defend, indemnify and hold harmless the Authority and any director, officer, committee member or legal advisor to any board or committee for their actions taken within the scope of the authority of the Authority-. Nothing ~~herein in this Agreement~~ shall limit the right of the Authority to purchase insurance to provide such coverage as is ~~hereinabove~~ set forth above.

**ARTICLE 17**  
**BYLAWS**

The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority.

**ARTICLE 18**  
**NOTICES**

The Authority shall address notices, billings and other communications to the Parties and Participating Entities as directed by the Parties- and Participating Entities. Each Party and Participating Entity shall provide the Authority with the address to which communications are to be sent. Each Party

and Participating Entity shall address notices and other communications to the Authority at the office address of the Authority.

The Authority shall promptly give each Party and Participating Entity and copy of any notice provided to the Authority from anyone, including notice from any insurance providers, or ~~notice from the other~~ Party, or of any notice provided by the Authority to anyone, including any insurance provider or notice to the other Party.



**ARTICLE 19  
AMENDMENT**

Any matters of this Agreement may be modified from time to time by the written consent of all the Parties without, in any way, affecting the remainder.

**ARTICLE 20  
PROHIBITION AGAINST ASSIGNMENT**

No Party may assign any right, claim or interest, or delegate any obligation that it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Party shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.

**ARTICLE 21  
GOVERNING LAW**

The Parties agree that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

~~shall be governed in all respects by the laws of the State of California.~~

**ARTICLE 22  
SEVERABILITY**

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to mutually amend such provisions with valid and ~~enforceable~~ unenforceable provisions, and the remaining provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE 23-AGREEMENT COMPLETE**

**AGREEMENT COMPLETE**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement may be executed in one or more original counterparts, all of which together will constitute one and the same agreement.

**ARTICLE 24**  
**FILING WITH SECRETARY OF STATE**

~~The President of the Board of Directors of the Authority~~The Manager shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code ~~Section~~section 6503.5 and within 70 days of its effective date as required by Government Code ~~Section~~section 53051.

**ARTICLE 25**  
**DISPUTE RESOLUTION**

Any controversy or dispute between the ~~parties~~Parties arising out of this ~~agreement~~Agreement shall be submitted to mediation. The mediator will be selected by mutual agreement ~~of the Parties~~. If the matter cannot be resolved through mediation or if the ~~parties~~Parties cannot agree upon a mediator the matter shall be submitted to arbitration and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, ~~of~~in the California Code of Civil Procedure.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties, have executed this amended and restated Joint ~~Exercise~~ of Powers Agreement creating the ~~expanded~~ SAN JOAQUIN VALLEY INSURANCE AUTHORITY as of the day and year first ~~hereinabove~~ written above.

COUNTY OF FRESNO

COUNTY OF TULARE

~~Henry~~ **PerM01i**

~~Pete Vander Pool,~~

~~Chairman, Board of Supervisors~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~Deborah A. Pochigian~~

~~Steve Worthley~~  
**Chairman, Board of Supervisors**

~~BERNICE~~

~~Jean Rousseau, Clerk of the Board/  
County Administrative Officer~~

~~Bernice E. SEIDEL~~ Seidel, Clerk  
~~Michelle Baldwin, Clerk~~  
Board of Supervisors  
~~Board of Supervisors~~

By \_\_\_\_\_

By Kelly McCree, Deputy

By \_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_

REVIEWED &  
RECOMMENDED ~~FOR APPROVAL~~

~~\_\_\_\_\_  
\_\_\_\_\_~~

REVIEWED &  
~~REVIEWED &  
RECOMMENDED FOR APPROVAL~~  
~~RECOMMENDED FOR APPROVAL~~

~~John Avarrette,~~

~~Kevin Briggs, County Counsel~~

~~\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_~~

~~Jean Rousseau~~  
~~Michael Spata~~  
County Administrative Officer

~~APPROVED AS TO LEGAL  
FORM~~



CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY



COUNTY OF FRESNO

Debbie Poochigian,  
Chairman,

\_\_\_\_\_

\_\_\_\_\_

Felix Ortiz Jim Zervis

Mary Ann

Reilly Yahaira Martinez

Board of Supervisors

BERNICE E. SEIDEL, Clerk  
President

\_\_\_\_\_ Board of  
Supervisors Secretary

By \_\_\_\_\_

John Navarrette,  
County Administrative Officer

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO LEGAL FORM

Kevin \_\_\_\_\_ Briggs,  
County \_\_\_\_\_

Luther R. Lewis, Counsel \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO ACCOUNTING  
FORM

Vicki Crow, \_\_\_\_\_



~~CJt<sup>o</sup>i112~~

~~Pete Vander Peol,  
Chairman, Board of Supervisors~~

Jean Rousseau, Clerk of the Board/  
County Administrative Officer

By *Daniel A. Ybana*

~~REVIEWED &  
RECOMMENDED FOR APPROVAL~~

~~Jean Rousseau,  
County Administrative Officer~~

*[Signature]*

~~APPROVED AS TO LEGAL FORM~~

*[Signature]*  
Kathleen Bales-Lange,  
County Counsel



~~CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY~~

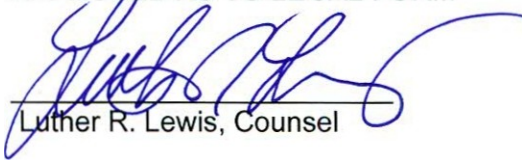


Felix Ortiz  
Board President



Board Secretary

APPROVED AS TO LEGAL FORM

A handwritten signature in blue ink, appearing to read "Luther R. Lewis", is written over a horizontal line. The signature is fluid and cursive.

Luther R. Lewis, Counsel



































IN WITNESS WHEREOF, the Parties, have executed this amended and restated Joint Exercise of Powers Agreement creating the SAN JOAQUIN VALLEY INSURANCE AUTHORITY as of the day and year first written above.

COUNTY OF FRESNO

COUNTY OF TULARE

\_\_\_\_\_  
Deborah A. Poochigian  
Chairman, Board of Supervisors

\_\_\_\_\_  
Steve Worthley  
Chairman, Board of Supervisors

Bernice E. Seidel, Clerk  
Board of Supervisors

Michelle Baldwin, Clerk  
Board of Supervisors

By \_\_\_\_\_

By \_\_\_\_\_

REVIEWED &  
RECOMMENDED FOR APPROVAL

REVIEWED &  
RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Jean Rousseau  
County Administrative Officer

\_\_\_\_\_  
Michael Spata  
County Administrative Officer

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Daniel C. Cederborg  
County Counsel

\_\_\_\_\_  
Katheen Bales-Lange  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM

\_\_\_\_\_  
Vicki Crow, C.P.A.  
Auditor-Controller/Treasurer-Tax Collector

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

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Jim Zervis  
Board President

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Yahaira Martinez  
Board Secretary

APPROVED AS TO LEGAL FORM

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Luther R. Lewis, Counsel