

JOINT POWERS AGREEMENT

CREATING THE CSAC EXCESS INSURANCE AUTHORITY

This Agreement is executed in the State of California by and among those counties organized and existing under the Constitution of the State of California which, under the sponsorship of the County Supervisors Association of California, hereinafter called CSAC, are parties signatory to this Agreement. All such counties, hereinafter called member counties, shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the counties executing this Agreement desire to join together for the purpose of jointly funding programs of excess insurance for workers' compensation, comprehensive liability, and other coverages to be determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

"Authority" shall mean the CSAC Excess Insurance Authority created by this Agreement.

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

"Claim" shall mean a claim made against a member county arising out of a loss which is covered by an excess insurance program of the Authority in which the member county is a participant.

"Dependent district" shall mean a special district or county service area within a member county which is governed by the county's board of supervisors.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Excess insurance program" shall mean a program of the Authority under which participating counties are protected against designated losses in excess of their self-insured retention levels.

"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.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member county, including litigation expenses, attorneys' fees and other defense costs, which is covered by an excess insurance program of the Authority in which the member county is a participant.

"Member county" shall mean any county which, through the membership of its supervisors in CSAC, has executed this Agreement and become a member of the Authority. "Member county" shall include any dependent district or other local entity within such county which is included under this Agreement pursuant to Article 3 (b).

"Participating county", as used in reference to an excess insurance program of the Authority, shall mean any member county which has entered that program pursuant to Article 14 of this Agreement and has not withdrawn or been cancelled therefrom pursuant to Articles 21 or 22.

"Policy year" shall mean, for each excess insurance program of the Authority, that period of twelve months commencing upon the effective date of the program, and each twelve-month period thereafter.

"Self-insured retention" shall mean that portion of a loss experienced by a member county which is retained as a liability or potential liability of the county and is not subject to payment by the Authority.

"Reinsurance" shall mean insurance purchased by the Authority as part of an excess insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties in order that they may jointly develop and fund programs of excess insurance for workers' compensation, comprehensive liability, and other coverages to be determined, such programs to encompass the creation of joint insurance funds, the purchase of reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

All such purposes shall be accomplished through a joint exercise of powers by such counties, pursuant to this Agreement, to be administered by a separate legal entity, the CSAC Excess Insurance Authority, as created herein.

ARTICLE 3
PARTIES TO AGREEMENT

(a) Each member county, as a party to this Agreement, certifies that it intends to and does contract with all other member counties as parties to this Agreement and, in addition, with such other counties as may later be added as parties to this Agreement pursuant to Article 19. Each member county also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement nor such county's intent to contract as described above with the other parties to the Agreement then remaining.

(b) A member county may contract on behalf of, and shall be deemed to include:

(1) Any dependent district, from the time that the county provides the Authority written notice of the name and inclusion of such district.

(2) Any other local entity which receives insurance coverage from the member county, at the request of the county to the Board of Directors and from the time that such entity is accepted into the Authority Board.

Such district or other local entity shall not be considered a separate party to this Agreement, shall not affect the member county's representation on the Board of Directors, and shall be part of and represented by the member county for all purposes under this Agreement.

ARTICLE 4
TERM

This Agreement shall become effective when executed and returned to CSAC by at least twenty (20) counties. CSAC shall promptly notify all California counties in writing of such effective date. This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5
CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the CSAC Excess Insurance Authority.

It is recognized that during the months preceding the effective date of this Agreement, CSAC has performed various functions to assist the creation of the Authority and to develop an initial program of excess insurance for consideration and action by the Authority. Interested counties have contributed funds to finance these efforts, in the amounts of the development charges specified in Article 14 (e).

It is recognized further that following the effective date of this Agreement and until such time as the Authority is organized and staffed, CSAC will provide the Authority temporary staff assistance, and will receive and disburse funds and perform other necessary ministerial functions for the Authority. Such temporary services will be at the request and direction of the Board of Directors, as soon as that body is organized.

At such time as the Treasurer is appointed pursuant to Article 13, CSAC shall deliver to the Treasurer all unexpended funds so contributed prior to the effective date of this Agreement, and received on behalf of the Authority thereafter, together with an independent accounting of all funds so contributed and received, and disbursements therefrom. The cost of such accounting shall be charged to the Authority.

Such accounting shall include a statement of the costs of CSAC's temporary services to the Authority to the date of accounting. Any amount of such costs not deducted from funds delivered to the Treasurer shall be promptly reimbursed to CSAC by the Authority. The costs of temporary services provided by CSAC after that date shall be reimbursed by the Authority on a monthly basis, upon submission of a statement by CSAC satisfactory to the Treasurer.

ARTICLE 6

POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to counties in California and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (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.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from member counties as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7

BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, which shall be composed of one director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the

authority to attend, participate in and vote at any meeting of the Board when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board.

Any vacancy in a director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the provisions of this article.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in this Agreement, action of the Board shall require the affirmative vote of a majority of the members present and voting; provided, that any action which is restricted in effect to one of the Authority's excess insurance programs, as determined by the President of the Board, shall also require the affirmative vote of a majority of those members present and voting who represent counties participating in that program.

At any meeting at which a quorum is initially present the Board may continue to transact business notwithstanding the withdrawal of enough members to leave less than a quorum, provided that each action is approved by at least a majority of the number required to constitute a quorum, and is taken subject to the above stated proviso concerning actions restricted to one program and to special voting requirements stated elsewhere in this Agreement.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

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

(a) The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law.

(b) The Board shall form an Executive Committee from its membership, as provided in Article 11, and may delegate to that Committee such powers as it sees fit, provided that all powers of the Executive Committee shall be exercised under the direction of the Board.

(c) The Board shall also form a Claims Review Committee as provided in Article 12, and such other committees as it deems appropriate in conducting the business of the Authority. The membership of any such other committee may consist in whole or in part of non-Board members; provided, that the Board may delegate its powers and duties only to a committee of the Board composed of Board members, and any other committee may function only in an advisory capacity.

(d) The Board shall elect the officers of the Authority, shall appoint the staff members designated in Article 13, and shall provide for the appointment of such other staff as may be necessary for the administration of the Authority, pursuant to that article.

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

(f) The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each excess insurance program of the Authority, including all provisions for reinsurance and administrative services necessary to carry out such program.

(g) The Board shall provide for necessary services to the Authority and to member counties, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

(h) The Board shall provide general supervision and policy direction to the General Manager/Secretary, either directly or through the Executive Committee.

(i) The Board shall receive and act upon reports of the Claims Review Committee and General Manager/Secretary, either directly or through the Executive Committee.

(j) The Board shall act upon each claim involving liability of the Authority, either directly or by delegation of authority to the Executive Committee or other body, provided, that the Board shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board for approval.

(k) The Board may require that the Authority review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member county, insofar as those functions are affecting the liability or potential liability of the Authority. The Board may forward any or all such recommendations to the county with a request for compliance and a statement of potential consequences for noncompliance.

(l) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(m) The Board shall have such other powers and functions as are provided for in this Agreement, in the Bylaws of the Authority, and in applicable law.

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

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

(b) The General Manager/Secretary of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board, and shall, as soon as possible after each meeting, forward a copy of the minutes to each member of the Board.

(c) All meetings of the Board shall be called, noticed held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, each to hold office until the end of calendar year 1980. At the end of such calendar year and at the end of each calendar year thereafter, the Board shall elect a President and Vice President to take office at the beginning of the succeeding calendar year, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board which shall consist of seven members: the President and Vice President of the Board, and five members elected by the Board from its membership.

The terms of office of the five non-officer members shall be as provided for in the Bylaws of the Authority.

The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising such powers as are delegated to it by the Board, under the direction of the Board.

ARTICLE 12
CLAIMS REVIEW COMMITTEE

The Board of Directors shall establish a Claims Review Committee consisting of five members, each of whom shall be a staff person from a member county experienced in claims and insurance matters, such as a county counsel, risk manager, or claims administrator. Members of the Committee shall be appointed by the Board or by the Executive Committee, if so directed by the Board, and shall serve at the pleasure of the appointing body. The appointing body shall select one member to chair the Committee.

The Claims Review Committee shall review all claims against member counties which involve or may involve liability of the Authority. The Committee shall advise the Executive Committee and the Board as to the nature and extent of claims adjusting and legal defense services necessary to protect the funds of the Authority, and as to the settlement of those claims which involve liability of the Authority.

The Claims Review Committee shall meet on the call of its chairman, and shall report to the Executive Committee and the Board as directed by the Board.

ARTICLE 13
STAFF

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

(1) General Manager/Secretary. The General Manager/Secretary shall administer the business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of the Authority; and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) Treasurer. The duties of the Treasurer are set forth in Articles 15 and 16 of this Agreement. Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county of the Authority.

(3) Auditor. The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer, and shall perform the annual audit functions required under Article 15 (d). Pursuant to Government Code Section 6505.5, the Auditor shall be the auditor of the county from which the Treasurer is appointed by the Board under (2) above.

(b) Charges for Treasurer and Auditor Services. Pursuant to Government Code Section 6505.5, the charges to the Authority for the services of the Treasurer and Auditor shall be determined by the board of supervisors of the member county from which such staff members are appointed.

(c) Other Staff. The Board shall provide for the appointment, by the Executive Committee or by the General Manager/Secretary, of such other staff as may be necessary for the administration of the Authority.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION OF
EXCESS INSURANCE PROGRAMS

(a) Program Coverage. Excess insurance programs of the Authority may provide coverages for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public official errors and omissions, and incidental malpractice liabilities;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;

and may provide any other coverages authorized by the Board of Directors. The Board shall determine, for each such program, a minimum number of county participants required for program implementation.

(b) Program and Authority Funding. The member counties developing or participating in an excess insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting the Authority, hereinafter called Authority general expenses, shall be equitably allocated among the various programs by the Board, and shall be funded by the member counties developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board may, in its discretion, allocate a share of such Authority general expense to those member counties which are not developing or participating in any program, and require those counties to fund such share through a prescribed charge.

(1) Development Charge. Development costs of an excess insurance program shall be funded by a development charge, as fixed by this Agreement or determined by the Board of Directors. The development charge shall be paid by each member county which wishes to join in development of the program and thereby reserve the option to participate in the program following its adoption by the Board. Development costs are those costs incurred by the Authority, or by CSAC as sponsor of this Agreement prior to creation and organization of the Authority, in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among counties, preparation and review of documents, and actuarial and risk management consulting services. The development charge may also include a share of Authority general expense, as allocated to the program development function by the Board.

The development charge shall be billed by the Authority to all member counties upon authorization of program development by the Board and shall be payable within thirty (30) days of the billing date. Contributions to CSAC by interested counties for development of programs prior to the creation and organization of the Authority shall be credited against the development charges for those programs assessed by the Authority.

Upon the conclusion of program development: any deficiency in development funds shall be billed to all counties which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; and any surplus in such funds shall be transferred into the loss reserve funds for the program, or, if the program is not implemented, into the Authority's general expense funds.

(2) Annual Premium. Except as provided in (3) below, all post-development costs of an excess insurance program shall be funded by annual premiums charged to the member counties participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors upon the basis of a cost allocation plan and rating formula developed by the Authority with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating county shall include that county's share of expected program losses, program reinsurance costs, and program administrative costs for the year, plus that county's share of Authority general expense allocated to the program by the Board.

Annual premiums shall be billed by the Authority at the beginning of each policy year and shall be payable within thirty (30) days of the billing date. At the end of each policy year, program costs shall be audited by the Authority. Any deficiency or surplus in the premium paid by a participating county, as shown by such audit, shall be adjusted by a corresponding increase or decrease in the premium charge to that county for the next succeeding year, unless the county withdraws or is cancelled from the program, in which case the provisions of Article 22 shall control.

(3) Premium Surcharge. If the Authority experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may

be exhausted before the next annual premiums are due, the Board of Directors may, upon consultation with a casualty actuary, impose premium surcharges on all participating counties, which, in total amount, will assure adequate funds to the Authority for the payment of all such losses; provided, that the surcharge to any participating county shall not exceed an amount equal to three times the county's annual premium for that year.

(c) Program Implementation and Effective Date. Following development of an excess insurance program and upon its adoption by the Board of Directors, the Authority shall give each member county which has paid the development charge for the program a written notice of the program, which shall include: the coverage and terms of coverage of the program, the minimum number of counties required for program implementation, and the estimated first-year premium to the county for program participation. Each such county may elect to enter the program by giving written notice of such election, in a form prescribed by the Authority, to the General Manager/Secretary within thirty (30) days of the date of the Authority's notice of the program. Any member county which has not paid the development charge as of the date of the program notice may enter the program only if it pays such charge and gives notice of such election within the above 30-day period.

When at least the minimum number of member counties required for program implementation have elected to enter the program, the Authority shall determine the actual first-year premium to each county so electing and shall give each such county written notice thereof. If a county's actual first-year premium is the same as or less than that estimated by the Authority, the county shall remain bound by its election to enter. If the actual first-year premium is more than that estimated by the Authority, the county may revoke its election to enter the program by giving the General Manager/Secretary written notice of such decision within thirty (30) days of the date of the actual premium notice.

When the Authority determines that at least the minimum number of counties required for program implementation remain entered in the program, it shall give written notice to that effect to all counties which have elected to enter, and the program shall become effective on the date of such notice. All such counties shall thereafter be considered participants in the program, except for any county which revokes its entry into the program under the terms and within the time period above provided.

(d) Late Entry Into Program. A member county which does not elect to enter an excess insurance program upon its implementation, pursuant to (c) above, or a county which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a vote of two-thirds of all members present and voting, plus a vote of two-thirds of those members present and voting who represent counties participating in the program.

As a condition of late entry, the county shall pay the development charge for the program, as adjusted at the conclusion of the development period, but not subject to further adjustment, and also any costs incurred by the Authority in analyzing the county's loss data and determining its annual premium as of the time of entry.

(e) Order of Priority and Special Conditions for Program Development and Implementation.

(1) Workers' Compensation Program. As soon as practical after the effective date of this Agreement, the Board of Directors shall review and consider implementation of the program of excess workers' compensation insurance which has been developed by CSAC under the guidance of its Excess Insurance Task Force, formed by the CSAC Executive Committee on October 5, 1978. It is recognized that in order to permit timely implementation of this program in 1979, a number of implementation steps, such as first-year premium estimates, will have been accomplished by CSAC prior to the time that the Board is organized and considers the program,

even though such steps would ordinarily not be taken, under the terms of this article, until adoption of the program by the Board. Accordingly, if the Board adopts such program, it may, at the same time, ratify and adopt any or all implementation steps taken to that date.

The development charge for the workers' compensation program is fixed at \$350 for each interested county.

(2) Excess Liability Program. As its next priority after reviewing and acting upon the workers' compensation program as above described, the Board shall consider authorization of the development of a program of excess liability insurance for member counties. The development charge for that program is fixed at \$750 for each interested county.

ARTICLE 15

ACCOUNTS AND RECORDS

(a) Annual Budget. The Authority shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each excess insurance program under development or adopted and implemented by the Authority.

(b) Funds and Accounts. The 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 excess insurance program under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by authorized representatives of member counties.

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

(c) Treasurer's Report. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member county.

(d) Annual Audit. Pursuant to Government Code Section 6505, the Auditor 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 county auditor of each member county within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

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

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

(2) Be responsible upon his or her official bond for the safekeeping and disbursement 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 any body or person to whom the Board has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Auditor.

(4) Verify and report in writing to the Authority and to member counties, 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 General Manager/Secretary, the Treasurer, and such other persons as

the Board of Directors may designate 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 form specified by the Board of Directors, covering all officers and staff of the Authority who are authorized to hold or disburse funds 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 17 RESPONSIBILITIES OF MEMBER COUNTIES

Member counties shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each county shall appoint an officer or employee of the county to be responsible for the risk management function within that county and to serve as a liaison between the county and the Authority for all matters relating to risk management.

(c) Each county shall maintain an active safety program, and shall consider and act upon all recommendations of the Authority concerning the reduction of unsafe practices.

(d) Each county shall maintain its own claims and loss records in each category of liability covered by an excess insurance program of the Authority in which the county is a participant, and shall provide copies of such records to the Authority as directed by the Board of Directors or Executive Committee.

(e) Each county shall pay development charges, premiums, and premium surcharges due to the Authority within thirty (30) days of the billing date, as required under Article 14. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each county shall pay promptly to the Authority any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23.

(f) Each county shall provide the Authority such other information or assistance as may be necessary for the Authority to develop and implement excess insurance programs under this Agreement.

(g) Each county shall cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement, and shall comply with all bylaws, and other rules adopted by the Board of Directors.

(h) Each county shall maintain the membership of its supervisors in CSAC.

(i) Each county 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 18 ADMINISTRATION OF CLAIMS

(a) Each member county shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the county arising out of a loss covered by an excess insurance program of the Authority in which the county is a participant.

(b) If a participant in an excess workers' compensation program of the Authority, a county shall give the Authority timely written notice of the following:

(1) Any workers' compensation award or judgment which exceeds \$50,000, and any workers' compensation claim, suit or proceeding which is likely to result in such an award or judgment.

(2) The reopening of any workers' compensation case in which a further award is likely to raise the total award to an amount in excess of \$50,000.

(3) Any workers' compensation case involving:

- death
- disability for a period of nine months or more

- spinal cord injury
- amputation of a major extremity
- a permanent total disability as defined in the workers' compensation law of California

(4) Any occurrence which causes serious injury to two or more employees.

(5) Any other information specified in the Bylaws of the Authority.

(c) If a participant in an excess liability program of the Authority, a county shall give the Authority timely written notice of:

(1) Any liability award or judgment which exceeds \$50,000, and any liability claim, suit or proceeding which is likely to result in such an award or judgment.

(2) The reopening of any liability case in which a further award is likely to raise the total award to an amount in excess of \$50,000.

(3) Any other information specified in the Bylaws of the Authority.

(d) A member county shall not enter into any settlement involving liability of the Authority without the advance written consent of the Authority.

(e) The Authority, at its own election and expense, shall have the right to participate with a member county in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of the Authority, may involve liability of the Authority.

ARTICLE 19 NEW MEMBERS

Within a period of thirty (30) days after the effective date of this Agreement as provided in Article 5, any non-member county maintaining the membership of its supervisors in CSAC may

become a party to this Agreement by signing and returning it to CSAC.

Thereafter, a non-member county may become a party to this Agreement only upon approval of the Board of Directors, by a vote of two-thirds of the members present and voting.

ARTICLE 20 WITHDRAWAL

(a) A member county may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never become a participant in any excess insurance program pursuant to Article 14, or if it has withdrawn from all excess insurance programs in which it was a participant, pursuant to (b) below.

(b) After becoming a participant in an excess insurance program pursuant to Article 14, a member county may withdraw from that program only at the end of a policy year for the program, and only if it gives the Authority at least sixty (60) days' advance written notice of such action.

ARTICLE 21 CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any county from this Agreement and membership in the Authority, on a vote of two-thirds of the Board members present and voting. Such action shall have the effect of cancelling the county's participation in all excess insurance programs of the Authority as of the date that membership is cancelled.

(2) Cancel any county's participation in an excess insurance program of the Authority, without cancelling the county's

membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members present and voting, plus a vote of two-thirds of the members present and voting who represent counties participating in the program.

The Board shall give sixty (60) days' advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the county shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the program, as the case may be.

(b) A member county that does not enter one or more of the excess insurance programs developed and implemented by the Authority during the first year of the Authority's existence shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically cancelled as of that time, without action of the Board of Directors.

(c) A member county which withdraws from all excess insurance programs of the Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically cancelled as of that time, without action of the Board of Directors.

(d) A member county that terminates the membership of its supervisors in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any excess insurance programs of the Authority shall be automatically cancelled as of that time, without action of the Board of Directors.

ARTICLE 22

EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a county's participation in an excess insurance program of the Authority is cancelled under Article 21, with or

without cancellation of membership in the Authority, and such cancellation is effective before the end of the policy year for that program, the Authority shall promptly determine and return to the county the amount of any unearned premium payment from the county for the policy year, such amount to be computed on a pro rata basis from the effective date of cancellation.

(b) Except as provided in (a) above, a county which withdraws or is cancelled from this Agreement and membership in the Authority, or from any program of the Authority, shall not be entitled to the return of any premium or other payment to the Authority, or of any property contributed to the Authority. However, in the event of termination of this Agreement, such county may share in the distribution of assets of the Authority to the extent provided in Article 23.

(c) Notwithstanding withdrawal or cancellation from any excess insurance program of the Authority, a county shall pay any premium charges which the Board of Directors determines are due from the county for losses and costs during the period in which the county was a participant in such program. Such charges may include any deficiency in a premium previously paid by the county, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the county under Article 14 (b) (3); and any additional amount of premium which the Board determines to be due from the county upon final disposition of all claims arising from losses under the program during the county's period of participation. Any such premium charges shall be payable by the county within thirty (30) days of billing by the Authority.

ARTICLE 23

TERMINATION AND DISTRIBUTION OF ASSETS

(a) This Agreement may be terminated at any time upon the election to terminate of three-fourths of the member counties, acting through their boards of supervisors; provided, however,

that this Agreement and the Authority shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority in each excess insurance program shall be distributed among those counties which participated in that program 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 months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any county which was a participant in an excess insurance program of the Authority shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the county's period of participation.

ARTICLE 24

BYLAWS AND PROCEDURES MANUAL

As soon as practical after the effective date of this Agreement, the Board shall arrange for the preparation of Bylaws and a Procedures Manual to govern the day-to-day operations of the Authority. Upon adoption by the Board, such documents shall be delivered by the Authority to each member county.

ARTICLE 25

NOTICES

The Authority shall address notices, billings and other communications to a member county as directed by the county. Member counties shall address notices and other communications to the Authority to the General Manager/Secretary of the Authority, in

care of CSAC until the Authority establishes its own office, and thereafter at the office address of the Authority.

ARTICLE 26
AMENDMENT

This Agreement may be amended at any time by a vote of two-thirds of the member counties, acting through their boards of supervisors.

ARTICLE 27
PROHIBITION AGAINST ASSIGNMENT

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

ARTICLE 28
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.

ARTICLE 29
FILING WITH SECRETARY OF STATE

The General Manager/Secretary of CSAC shall file a notice of this Agreement with the office of the California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5.

IN WITNESS WHEREOF, the undersigned party hereto has executed this agreement on the date indicated below.

Date: _____ County of _____

By: _____

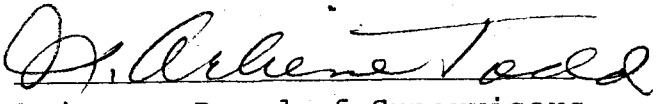
Page 5
Modification No. 1 of
Joint Powers Agreement

Except as amended herein, all provisions of the Agreement remain in full force and effect.

Executed by the undersigned party to the Agreement on the date indicated below.

Date April 1, 1980

County of El Dorado

By: 
Chairman, Board of Supervisors

APPENDIX A

Joint Powers Agreement
Creating the CSAC Excess Insurance Authority

Member Counties (as of November 14, 1979):

ALAMEDA
AMADOR
BUTTE
CALAVERAS
EL DORADO
FRESNO
HUMBOLDT
INYO
KINGS
LAKE

MADERA
MARIN
MARIPOSA
MENDOCINO
MERCED
MONO
MONTEREY
NEVADA
PLACER

SAN LUIS OBISPO
SANTA BARBARA
SANTA CLARA
SANTA CRUZ
SHASTA
SOLANO
SONOMA
STANISLAUS
TEHAMA
TUOLUMNE