

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

EFFECTIVE DATE: JANUARY 1, 2016

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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 January 1, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COF"), the COUNTY OF TULARE, a political subdivision of the State of California ("COT"), and the Central San Joaquin Valley Risk Management Authority, a joint powers authority ("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, Title 1, Division 7, Chapter 5, Article 1 (beginning with section 6500) of the California Government Code 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, under California Government Code section 23004, 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, certain employees of COT, in all instances subject to obtaining a financial commitment by Parties to pay for their respective costs of that insurance as provided in this Agreement; and

WHEREAS, the Parties desire to secure that insurance through a joint powers agency for the purpose of obtaining insurance at more favorable rates, and administering those insurance programs with greater efficiency, than they could obtain by their individual efforts; and

WHEREAS, collaboration and consolidation of governmental services benefits the public and the 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 geographical proximity to and with interests and risks similar to those of the Parties by considering the execution of a Participation Agreement between the SJVIA and such other public agencies that would permit those agencies to participate in the SJVIA insurance programs, provided that those other public agencies make financial commitments similar to those made by the Parties in connection with this Agreement, as provided 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 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 under which a participating Party or Participating Entity may obtain, through the Authority, primary or excess insurance, or Reinsurance, that is self-funded or pooled self-funded, in any combination, 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 its respective costs of the program, as provided in this Agreement. The Board of Directors may establish applicable criteria for determining eligibility in any insurance program, and may establish program policies and procedures.

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

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

"**Participating Entity**" shall mean a 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 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, terms, and conditions, of a Participating Entity's participation in an Insurance Program.

"**Reinsurance**" shall mean insurance that is part of the insurance 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 a financial commitment by the Participating Entity to pay for its respective costs of the Insurance Program as 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 pools for the enumerated benefits as well as purchased insurance for health, pharmacy, vision, dental, mental health and life insurance, including reinsurance thereof, and the provision of necessary administrative services. Such 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 are not limited to, COBRA administration, eligibility management and reporting, health insurance consulting, actuarial consulting, and claims adjusting. Each Insurance Program and its costs shall be established and maintained separately from each other; provided, however, that the costs of administrative services may be allocated among 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 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 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, and shall not constitute debts, liabilities, or obligations of any party to this Agreement notwithstanding the payment of respective costs identified in Article 2. The Authority, its Board, officers, membership and staff shall be governed by this Agreement, the 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 those powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts, including but not limited to Participation Agreements and agreements under Article 11, paragraph (c), of this Agreement.
- (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 any Party or Parties or Participating Entity or Entities as provided in Government Code section 6504, including contributions or advances of premiums, personnel, equipment, or property.

(f) To repay advances made by any Party on or after December 15, 2015, on the terms provided in this paragraph, if the resolution of the Party's governing body to authorize the advance requests repayment. Such advances shall be repaid as follows: (1) over a period ending no later than the end of the second fiscal year following the fiscal year in which the advance is made; (2) with interest at the annualized treasury 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.

The powers established under this Article 5 shall be exercised pursuant to the terms of 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 in this Agreement. Any action that would affect any of the 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 that Party.

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 cost of participating in any Insurance Programs from year to year;
2. Approving any rebates of excess funds or assessments or surcharges to the any of the Parties 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 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 each Insurance Program.
- (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 is not 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 or standing committees, which may include representatives of Participating Entities.

ARTICLE 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 the Ralph M. Brown Act (Title 5, Division 2, Part 1, Chapter 9 (beginning with section 54950) of the Government Code).

(d) For each meeting of the Board of Directors, the Authority shall provide a copy of the agenda to each of the Parties, as well as any supplements to that agenda and any supporting agenda materials 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 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) **SJVIA Manager ("Manager").** The Authority shall have a Manager who shall, at the selection of the Board, be either the Human Resources Director of the COT or the Director of Personnel Services or Employee Benefits Manager for the COF. The 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 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 the Manager is appointed.

(2) **SJVIA Assistant Manager ("Assistant Manager").** The Authority shall have an Assistant Manager who shall, at the selection of the Board, be either the Human Resources Director of the COT or the Director of Personnel Services or Employee Benefits Manager for the COF. The 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 the Assistant Manager is appointed.

(3) **Auditor-Treasurer of the COF or the COT.** The duties of the Auditor-Treasurer are set forth in of this Agreement. Pursuant to Government Code 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 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 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) **Charges for Auditor-Treasurer 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 the Auditor-Treasurer is appointed.

(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 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 participation in each Insurance Program is subject to an approved and executed Participation Agreement with the Parties or Participating Entities, as applicable, as provided in this Agreement.

(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 the according to policies for procuring services employed by the Party from which the Manager is selected under Article 10 of this agreement.

(c) **Execution of Participation Agreements and Contracts.** If the Authority and a Party or Participating Entity executes a Participation Agreement requiring the Authority to fund 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 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 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 that fiscal year.

(d) **Annual Audit.** Pursuant to Government Code section 6505, the Authority shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the Parties and Participating Entities and also with both the county auditor of COT and the county auditor of 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 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 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 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 members of the Board of Directors, pursuant to Article 6 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 that is not also a Party shall be required to, fund its share of the Authority's annual administrative expenses as provided in its Participation Agreement Article 11 of this Agreement.

(d) Each Party shall, and each Participating Entity 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 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 contractors of the Authority in all matters relating to this Agreement, and shall comply with all 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

(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 a termination notice is delivered after the start of an Insurance Program year, termination of this Agreement shall not be effective until the completion of that program year. A written notice of intent to terminate or withdraw may be rescinded no later than 120 days prior to the end of the Insurance Program year.

(b) Upon termination of this Agreement, all assets and debts of the Authority in each 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 in this Agreement shall limit the right of the Authority to purchase insurance to provide such coverage as is 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.

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 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

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 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 6503.5 and within 70 days of its effective date as required by Government Code section 53051.

ARTICLE 25

DISPUTE RESOLUTION

Any controversy or dispute between the Parties arising out of this 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 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, 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 SAN JOAQUIN VALLEY INSURANCE AUTHORITY as of the day and year first written above.


COUNTY OF FRESNO


Deborah A. Poochigian
Chairman, Board of Supervisors


Bernice E. Seidel, Clerk
Board of Supervisors

By Susan Bishop


REVIEWED &
RECOMMENDED FOR APPROVAL


Jean Rousseau
County Administrative Officer

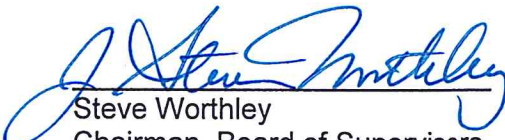
APPROVED AS TO LEGAL FORM


Daniel C. Cederborg
County Counsel

APPROVED AS TO ACCOUNTING
FORM


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

COUNTY OF TULARE


Steve Worthley
Chairman, Board of Supervisors

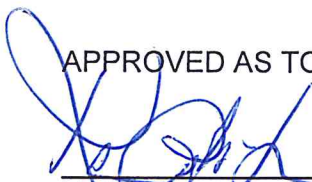
Michelle Baldwin, Clerk
Board of Supervisors

By Deena Alfama

REVIEWED &
RECOMMENDED FOR APPROVAL



Michael Spata
County Administrative Officer

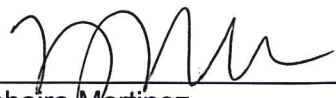
APPROVED AS TO LEGAL FORM


Kathleen Bales-Lange
County Counsel

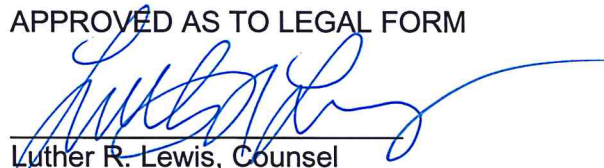


CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY


Jim Zervis
Board President


Yahaira Martinez
Board Secretary

APPROVED AS TO LEGAL FORM


Luther R. Lewis, Counsel

PERSONNEL SVS DEPT
RECEIVED

FEB 05 2016

Employee Benefits Division