

MARIPOSA COUNTY

RESOLUTION NO. 88-247

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA APPROVING ADMISSION OF THE COUNTY OF NAPA TO MEMBERSHIP TO THE CSAC EXCESS INSURANCE AUTHORITY JOINT POWERS AGREEMENT TO PROVIDE FOR THE ADMITTANCE TO MEMBERSHIP OF THE COUNTY OF NAPA; APPROVING THE PARTICIPATION OF THE COUNTY OF NAPA IN THE CSAC EXCESS INSURANCE AUTHORITY CAPITALIZED POOLED LIABILITY INSURANCE PROGRAM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS TO THE LIABILITY RISK COVERAGE AGREEMENT AND TO THE TRUST AGREEMENT; AND AUTHORIZING VALIDATION PROCEEDINGS

WHEREAS, the County of MARIPOSA, (the "County") is a political subdivision duly organized and existing under the Constitution and laws of the State of California (the "State"); and

WHEREAS, the County has joined with the County of Alpine, County of Amador, County of Butte, County of Calaveras, County of Colusa, County of Del Norte, County of Fresno, County of Glenn, County of Humboldt, County of Imperial, County of Inyo, County of Kings, County of Lake, County of Lassen, County of Madera, County of Mariposa, County of Mendocino, County of Merced, County of Modoc, County of Nevada, County of Plumas, County of San Luis Obispo, County of Santa Barbara, County of Shasta, County of Sierra, County of Siskiyou, County of Solano, County of Sonoma, County of Stanislaus, County of Sutter, County of Tehama, County of Trinity, County of Tuolumne and County of Yuba, California (the "Original Providees"), and certain other counties to form the CSAC Excess Insurance Authority; and

WHEREAS, the County participates in the pooled liability self-insurance program of the CSAC Excess Insurance Authority (the "Provider"), which is implemented by means of a Liability Risk Coverage Agreement dated as of June 1, 1987 (the "Liability Risk Coverage Agreement") by and among the Provider and the Original Providees and a Trust Agreement dated as of June 1, 1987 (the "Trust Agreement") by and among the Provider, the Original Providees and Seattle-First National Bank, as trustee thereunder;

WHEREAS, the County of Napa, California proposes to participate in such pooled liability self-insurance program of the Provider;

WHEREAS, in order to so participate the County of Napa is required to become a member of the Provider and become a party to the Joint Powers Agreement Creating the CSAC Excess Insurance Authority, the Liability Risk Coverage Agreement and the Trust Agreement;

WHEREAS, under the terms of the Liability Risk Coverage Agreement all of the Original Providees must consent to the admission of a new county to the pooled liability self-insurance program prior to 1992;

WHEREAS, the enforceability of the Liability Risk Coverage Agreement and the Trust Agreement against the Original Providees was validated in a validation action pursuant to Sections 860 through 870 of the California Code of Civil Procedure;

WHEREAS, it is proposed that a similar validation judgment be obtained as to the enforceability of the Liability Risk Coverage Agreement and the Trust Agreement against the County of Napa prior to the effective date of such county's participation in the pooled liability self-insurance program;

WHEREAS, this Board of Supervisors is of the view that permitting additional qualified members to membership in the Provider benefits this County and all of the Original Providees;

NOW, THEREFORE, be it resolved by the Board of Supervisors of the County of MARIPOSA as follows:

SECTION 1. Approval of Admission of the County of Napa to the CSAC Excess Insurance Authority. This Board of Supervisors approves the admission of the County of Napa to the CSAC Excess Insurance Authority under the Joint Powers Agreement Creating the CSAC Excess Insurance Authority.

SECTION 2. First Amendment to Liability Risk Coverage Agreement. The form of First Amendment to Liability Risk Coverage Agreement dated as of July 1, 1988 by and among the County of Alpine, County of Amador, County of Butte, County of Calaveras, County of Colusa, County of Del Norte, County of Fresno, County of Glenn, County of Humboldt, County of Imperial, County of Inyo, County of Kings, County of Lake, County of Lassen, County of Madera, County of Mariposa, County of Mendocino, County of Merced, County of Modoc, County of Nevada, County of Plumas, County of San Luis Obispo, County of Santa Barbara, County of Shasta, County of Sierra, County of Siskiyou, County of Solano, County of Sonoma, County of Stanislaus, County of Sutter, County of Tehama, County of Trinity, County of Tuolumne and County of Yuba, California, as the Original Providees, CSAC Excess Insurance Authority, as the Provider, and the County of Napa, California as an Additional Providee, presented to this meeting and on file with the Clerk of the Board of Supervisors is hereby approved. The Chairman of the Board of Supervisors and the County's representative to the Provider's Governing Board are hereby authorized and directed, for and in the name and on behalf of the County, to execute, acknowledge and deliver to the Provider, said First Amendment to Liability Risk Coverage Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. First Amendment to Trust Agreement. The form of First Amendment to Trust Agreement dated as of July 1, 1988 by and among the Original Providees, the Provider, the County of Napa, California and Seattle-First National Bank, as trustee thereunder, is hereby approved. The Chairman of the Board of Supervisors and the County's representative to the Provider's Governing Board are hereby authorized and directed, for and in the name of and on behalf of the County to execute and deliver to the Provider, for and in the name and on behalf of the County, said First Amendment to Trust Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

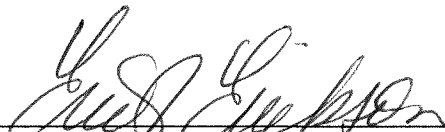
SECTION 4. Validation Proceedings. The Chairman of the Board of Supervisors and the representative and alternate representative to the Providers' Governing Board and any other officer or official of the County authorized by the Chairman of the Board of Supervisors are hereby authorized and directed to participate and cooperate to the fullest extent practicable with the Provider, the other member counties and representatives of Brown & Wood ("Special Counsel"), which firm has heretofore been retained as legal counsel with respect to

the First Amendment to Liability Risk Coverage Agreement and the First Amendment to Trust Agreement (collectively, the "Amendments") and validation proceedings and which retention is hereby ratified by this Board of Supervisors, in the conduct of validation proceedings regarding the Amendments and to do any and all things and to execute and deliver any documents which such officers and staff may deem necessary or advisable in connection therewith; provided that fees and expenses of Special Counsel will be paid by the County of Napa.

SECTION 5. Effective Date. This resolution shall take effect immediately upon its adoption.

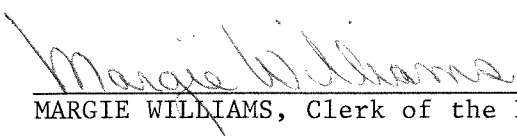
PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 24th day of May, 1988, by the following vote:

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| AYES: | BAGGETT, DALTON, ERICKSON, RADANOVICH |
| NOES: | NONE |
| ABSENT: | TABER |
| ABSTAINED: | NONE |



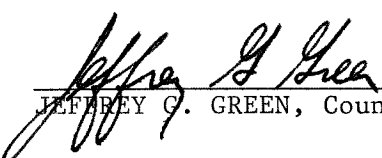
ERIC J. ERICKSON, Chairman
Mariposa County Board of Supervisors

ATTEST:



MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JEFFREY G. GREEN, County Counsel