

RESOLUTION NO. 2013-155

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY
DOCUMENTS TO JOIN THE JOINT POWERS AUTHORITY KNOWN AS NORTHERN
CALIFORNIA CITIES SELF INSURANCE FUND ("NCCSIF"), AND FURTHER
AUTHORIZING THE CITY MANAGER TO APPOINT CITY EMPLOYEES TO
NCCSIF'S BOARDS AND COMMITTEES**

WHEREAS, Section 6502 of Title 1, Division 7, Chapter 5 of the California Government Code (the "Joint Exercise of Powers Act") provides that, if authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties; and

WHEREAS, Section 6509.7 of the Joint Exercise of Powers Act provides that, if authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise their common authority to invest funds in their treasuries as authorized by subdivision (p) of Section 53601 of Title 5, Division 2, Part 1, Chapter 4, Article 2 of the California Government Code; and

WHEREAS, under Section 6500 of the Joint Exercise of Powers Act, a "public agency" includes but is not limited to the federal government or any federal department or agency, the State of California, another State or any State department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, or regional transportation commission of the State of California or another State, or any joint powers authority formed pursuant to the Joint Exercise of Powers Act; and

WHEREAS, public agencies which constitute local agencies, as that term is defined in Section 53630 of the California Government Code, are authorized pursuant to Section 53601 and 53635 thereof to invest all money belonging to, or in the custody of the local agency in certain specified investments; and

WHEREAS, pursuant to and in accordance with the Joint Exercise of Powers Act, the City of Elk Grove desires to join the other public agencies which are or will be Participants of Northern California Cities Self Insurance Fund ("NCCSIF") by adopting and executing the Joint Powers Agreement, a form of which is attached to this document as Exhibit A; and

WHEREAS, the City of Elk Grove is a city as that term is defined in the Joint Exercise of Powers Act and a local agency as that term is defined in Section 53630 of the California Government Code; and

WHEREAS, the City Council understands the City must remain a member of NCCSIF for a minimum of three years; and

WHEREAS, the City Council understands City employees, on behalf and in the best interest of the City, must participate in the governance of NCCSIF through its boards and committees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Grove as follows:

- 1) All of the above recitals are true and correct, and the City Council so finds and determines.
- 2) The City of Elk Grove shall join NCCSIF in accordance with the Joint Exercise of Powers Act by executing the Joint Powers Agreement (Exhibit A), which is hereby approved and adopted. A copy of the Joint Powers Agreement shall be filed with the minutes of the meeting at which this Resolution was adopted. The City Manager is hereby authorized to execute, and the City Clerk is hereby authorized to attest and deliver, the Joint Powers Agreement, in substantially the form presented at this meeting.
- 3) The City Manager is hereby authorized and directed in the name of and on behalf of the City of Elk Grove to take all actions and to make and execute all certificates, requisitions, agreements, notices, consents, warrants, and other documents, which she might deem necessary or appropriate in order to accomplish the purpose of this Resolution to join NCCSIF.
- 4) The City Manager is hereby authorized and directed to appoint City employees to NCCSIF's boards and committees as she might deem necessary or appropriate.
- 5) The City Treasurer is hereby authorized to take all action and to make and execute any and all instruments, which he or she might deem necessary or appropriate in order to carry out the purposes of this Resolution to join NCCSIF.
- 6) This Resolution shall take effect immediately upon its passage.


PASSED AND ADOPTED by the City Council of the City of Elk Grove this 28th day of August 2013.



GARY DAVIS, MAYOR of the
CITY OF ELK GROVE

ATTEST:


JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:


JONATHAN P. HOBBS,
CITY ATTORNEY

EXHIBIT A

NCCSIF

Northern California Cities Self Insurance Fund

Joint Exercise of Powers Agreement

November 17, 1992

NCCSIF Joint Exercise of Powers Agreement

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November 17, 1992

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE NORTHERN CALIFORNIA CITIES
SELF INSURANCE FUND**

(Restated as of November 17, 1992)
(Amended as of June 16, 2000)

THIS RESTATED AGREEMENT is made and entered by and between the local government entities who are presently parties to that certain "Joint Powers Agreement Establishing the Northern California Cities Self Insurance Fund," or who subsequently become signatories to this instrument (the "Agreement").

Recitals

- A. On January 1, 1979, the Northern California Cities Self Insurance Fund was formed by a group of California local public entities which executed a certain Joint Exercise of Powers Agreement For Establishing the Northern California Cities Self Insurance Fund. The Agreement has been amended on three occasions since then. Other local public entities have subsequently become signatories to the Agreement and members of Northern California Cities Self Insurance Fund ("NCCSIF"); and all such Member Entities shall be listed in Exhibit A, which shall be attached hereto and made part hereof.
- B. In the interval since NCCSIF was founded, NCCSIF has developed and is presently operating risk management and loss prevention programs related to Public Liability, Auto Liability, and Workers' Compensation risks in which NCCSIF's local government entity members may and do participate.
- C. With the increase in membership in NCCSIF and the development and operation of multiple programs, the conduct of NCCSIF's business has become significantly more complex, resulting in the need for a restructuring of certain elements of the NCCSIF organization.
- D. In order to implement the required restructuring, make other needed amendments to the provisions of the Agreement and incorporate all changes in a single instrument, the parties desire to restate the Agreement in the form of this Agreement which amends and supersedes the July 1, 1989 agreement.

Terms and Conditions

In consideration of the foregoing Recitals and the mutual promises of the parties as set forth in the following Terms and Conditions, it is mutually agreed by all of the parties to this Agreement as follows:

November 17, 1992

ARTICLE I
Definitions

The following definitions shall apply to the provisions of this Agreement:

- A. "Agreement" shall mean this restated joint exercise of powers agreement.
- B. "Authority" shall mean the Northern California Cities Self Insurance Fund (sometimes also referred to in this Agreement as the "NCCSIF") created by and existing under this Agreement.
- C. "Board of Directors" shall mean the principal governing body of the Authority.
- D. "Bylaws" shall mean the adopted Bylaws of the Authority as amended and/or restated in their latest approved form.
- E. "Executive Committee" shall mean the Executive Committee of the Authority's Board of Directors.
- F. "Member Entity" shall mean a city government which is a party to this Agreement.

ARTICLE II
Legal Authority for Agreement

- A. This Agreement is entered into pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (beginning with Section 6500) which authorizes two or more local public entities, such as the Member Entities which are parties to this Agreement, to exercise any power which is common to each of them.
- B. This Agreement is also based upon applicable provisions of law which empower local public entities, such as the Member Entities which are parties to this Agreement, to engage in risk management and loss prevention activities. Those provisions of law include Chapter 3, Part 6, Division 3.6, Title 1 of the California Government code (beginning with Section 989) having to do with insurance and self-insurance coverage for local public entities.

ARTICLE III
Purposes

The purposes of this Agreement are to:

- A. Provide for the continuation and effective governance of the Authority.

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- B. Continue effective operation of cooperative programs of risk management and loss prevention so as to reduce or eliminate losses and loss exposures, decrease the expenses of claims and claims administration and improve procedures to manage risks commonly experienced by the parties of this Agreement.
- C. Continue effective operation of existing coverage programs in the areas of Public Entity liability, Workers' Compensation and Property.
- D. Implement new coverage and other programs, which the Authority deems necessary, advisable and beneficial to the parties of this Agreement.

ARTICLE IV
Parties to the Agreement

The parties to this Agreement are all cities of California government, which are, as of the effective date of this Agreement, Member Entities of the Authority or which are subsequently admitted as Member Entities in accordance with Section 14 of the Bylaws.

ARTICLE V
Term of Agreement

Subject to the power to terminate any Member Entity's membership in the Authority, as provided for in the Bylaws, this Agreement shall continue indefinitely.

ARTICLE VI
Existence of Authority as Separate Public Entity
With Sole Responsibility for Its Obligations

The Authority exists separately and apart from the Member Entities. Pursuant to California Government Code Section 6508.1 the debts, liabilities and obligations of the Authority shall be solely its own and they shall not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, Executive Committee, Program Director or of any Member Entity.

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ARTICLE VII
Powers of the Authority

The Authority shall have all of the powers common to the parties to this Agreement and all additional powers afforded under California law to public entities such as the Authority, formed for the purpose of jointly exercising powers common to their members. The Authority is also authorized by this Agreement to do all acts necessary for the exercise of its powers. The Authority's 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, lease or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from any source.
- 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 Entities 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.
- G. To carry out all provisions of this Agreement.
- H. To employ agents and employees.

ARTICLE VIII
Responsibilities of the Member Entities

- A. Each Member Entity shall appoint one (1) employee or other representative to be responsible for the Member Entity's risk management functions and to serve as liaison between Member Entity and the Authority as respects risk management.
- B. Each Member Entity shall maintain an active risk management program including loss control, risk transfer and employee safety programs.
- C. Each Member Entity shall timely pay all premiums, fees, charges and assessments imposed or levied by the Authority.
- D. Each Member Entity shall provide the Authority with requested information and assistance in order to fulfill the programs under this Agreement.

June 16, 2000

- E. Each Member Entity shall in all ways cooperate with and assist the Authority in all matters relating to this Agreement and comply with the Bylaws and the policies, procedures and rules promulgated by the Authority.
- F. Each Member Entity shall cooperate fully with the Authority in determining the causes of losses and in the settlement of losses and cooperate with the Authority and any insurer, claims adjuster and/or legal counsel retained by the Authority in matters arising out of potentially covered losses.
- G. Each Member entity shall maintain all confidential records in accordance with state regulations under the California Government Code §§ 6250, et seq., the California Public Records Act.

**ARTICLE IX
Board of Directors**

The Authority shall be governed by a Board of Directors, which shall be composed of one representative from each Member Entity. The Board of Directors shall meet at least annually. Each Member Entity shall appoint a Director and an alternate. Each Director, or in the Director's absence, the alternate, shall have one vote. Each Member Entity party hereto shall file with the Authority a certified copy of the resolution appointing its Director and alternate.

**ARTICLE X
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 other bodies or person unless otherwise prohibited by the Bylaws or any other duly executed agreement of the Members or by law.
- B. The Board shall elect Authority Officers and an Executive Committee, as provided in Sections 4 and 5 of the Bylaws.
- C. The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties so delegated by the Board.
- D. The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority

June 16, 2000

ARTICLE XI
Bylaws

- A. The Authority shall be governed pursuant to the Bylaws, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Whenever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit B, as may be amended. Each party to this agreement agrees to comply with and be bound by the provision of said Bylaws and further agrees that the Authority shall be operated pursuant to the Agreement and said Bylaws.

- B. The Bylaws may be amended by two-thirds (2/3) vote of the members of the Board of Directors in accordance with Section 24 of the Bylaws.

ARTICLE XII
Termination

In the event a Member Entity withdraws from or terminates membership in this Agreement, that Member's interest in the property and funds of the Authority shall be determined as set forth in the Bylaws.

ARTICLE XIII
Expulsion

The Board, by a three-fourths vote of all Directors, may expel any member entity from the authority after (90) days written notice to the Member Entity. Such expulsion shall be effective at the conclusion of the Program Year in which the notice is given, unless extended by the Board.

ARTICLE XIV
Dissolution

- A. In the event of the dissolution of the Authority, the complete recision or other final termination of this Agreement by all Member Entities then parties hereto, any property interest or surplus that is remaining in the Authority following a discharge of all obligations shall be disposed of as provided for in the Bylaws.

- B. "Obligations," as referred to herein, shall include, but not be limited to, all payments required by law, together with all reserves established for the purpose of paying claims and related claim costs, together with any other legal obligations incurred by the Authority pursuant to this Agreement.

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ARTICLE XV
Severability

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provision shall not be affected thereby.

ARTICLE XVI
Prohibition Against Assignment

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

ARTICLE XVII
Liability and Indemnification

- A. The Authority shall defend and indemnify its directors, officers and employees to the same extent as any public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825 et seq. or other applicable provisions of law.
- B. The Authority may insure or self-insure itself to the extent deemed necessary by the Board of Directors against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XVIII
Enforcement

The Authority is hereby given the power to enforce this Agreement. In the event suit is brought under this Agreement by the Authority for provisions of this agreement, and judgment is recovered against a member, the member shall pay all costs incurred in bringing such action, including reasonable attorney's fees as fixed by the court.

March 24, 2000

ARTICLE XIX
Notices

The Authority shall address notices, billings and other communications to a Member as directed by the Member. Each Member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority at the office address of the Authority as set forth in the Bylaws, or as otherwise provided for in the Bylaws.

ARTICLE XX
Amendment

- A. Any amendment to this agreement shall require sixty (60) days' prior notice to the Board of Directors meeting at which a vote is taken with the specifics of the proposed amendment to be set forth in the notice.
- B. Upon approval by the Board of Directors, the amendment to the Agreement shall be ratified by vote of two-thirds (2/3) of all Member Entities.

ARTICLE XXI
Effective Date of Amendments

Any amendment of this Agreement shall become effective upon the Authority receiving notice of the approval of the amendment by the governing bodies of two-thirds (2/3) of the Members.

ARTICLE XXII
Effective Date of Restated Agreement

The effective date of this Agreement as restated shall be the date when all the governing bodies of the member Entities of the Authority duly and regularly adopts a resolution approving the form of this Agreement.

ARTICLE XXIII
Superseding Effect

This Agreement supersedes the Agreement (referred to in Recital A above) and shall govern the rights and obligations of the parties as to all matters covered by this Agreement after its effective date.

November 17, 1992

ARTICLE XXIV
Contract with Each Signatory

Each party to this Agreement shall be deemed and is a contracting party with each and all of the other parties to this Agreement without regard to the time that a party became a party to the Agreement. The deletion of one or more parties from this Agreement shall not affect the validity, term or continuing effectiveness of this Agreement.

ARTICLE XXV
Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in this instrument.

* * * * *

CERTIFICATE OF SECRETARY

The undersigned Secretary of Northern California Cities Self Insurance Fund certifies that the foregoing Joint Exercise of Powers Agreement (Restated as of November 17, 1992) was adopted by the Northern California Cities Self Insurance Fund on November 17, 1992.

Secretary

November 17, 1992

EXHIBIT A

City

Anderson	01/01/79
Auburn	01/01/81
Colusa	07/01/88
Corning	07/01/79
Dixon	07/01/83
Folsom	07/01/79
Galt	01/01/79
Gridley	07/01/80
Ione	06/01/10
Jackson	07/01/79
Lincoln	07/01/84
Marysville	03/01/91
Nevada City	07/01/82
Oroville	07/01/85
Paradise	07/01/85
Placerville	01/01/79
Red Bluff	07/01/83
Rio Vista	01/01/79
Rocklin	10/01/80
Willows	01/01/79
Yuba City	04/21/92

November 17, 1992

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2013-155

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

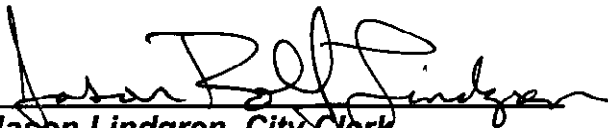
I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on August 28, 2013 by the following vote:

AYES : **COUNCILMEMBERS:** *Davis, Detrick, Cooper, Hume, Trigg*

NOES: **COUNCILMEMBERS:** *None*

ABSTAIN : **COUNCILMEMBERS:** *None*

ABSENT: **COUNCILMEMBERS:** *None*



Jason Lindgren, City Clerk
City of Elk Grove, California