AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS

July 17, 2019

5:30 P.M. DINNER – Fountain Area
7:00 P.M. ANNUAL MEETING – California Room

CALL TO ORDER
President Curtis Morris

PLEDGE OF ALLEGIANCE
President Curtis Morris

ROLL CALL OF DIRECTORS

ORAL COMMUNICATIONS
Any persons present desiring to address the Board of Directors on any proper matter may do so at this time.

1. APPROVAL
Minutes of July 18, 2018 Annual Meeting

2. ANNUAL REPORT
President Curtis Morris

3. ELECTION OF OFFICERS
President (2-year term)
1 announced candidate:
Curtis Morris, San Dimas

Executive Committee (three 2-year terms)
4 announced candidates:
Marshall Goodman, La Palma
Darcy McNaboe, Grand Terrace
Sonny Santa Ines, Bellflower
Sylvia Munoz Schnopp, Port Hueneme

4. ADOPT
Amendments to Joint Powers Agreement

5. ADOPT
Amendments to the Bylaws
6. PRESENTATION  Risk Management Awards

7. PRESENTATION  Strategic Plan and Operational Overview

**ADJOURNMENT**

To the next annual meeting of the Board of Directors at 7:00 p.m. on Wednesday, July 15, 2020, in the California Room of the California JPIA 8081 Moody Street, La Palma, CA 90623.

In compliance with Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Agency Clerk at (562) 467-8736. Notification 48 hours before meeting will enable the Authority to make reasonable arrangements to ensure accessibility. (28 CFR 35.102, 35.104 ADA Title II)

Dated:  July 11, 2019

Posted:  July 11, 2019

s/Veronica Ruiz
Veronica Ruiz, CMC
Agency Clerk
CALL TO ORDER
President Morris called the regular meeting of the Board of Directors of the California Joint Powers Insurance Authority to order at 7:06 p.m. in the California Room at the California JPIA, 8081 Moody Street, La Palma, CA 90623

PLEDGE OF ALLEGIANCE
President Morris led the Pledge of Allegiance.

ROLL CALL
A quorum was established by roll call.

Scott Nassif, Town of Apple Valley
Caren Ray, City of Arroyo Grande
Sergio Gonzalez, City of Azusa
Sonny Santa Ines, City of Bellflower
David Caretto, Big Bear Fire Authority
David Caretto, City of Big Bear Lake
Laura Smith, City of Bishop
Maureen Theobald, Black Gold Cooperative Library System
George Nava, City of Brawley
Ed Andrisek, City of Buellton
Lori Donchak, Coastal Animal Services Authority
Jim Edwards, City of Cerritos
Ben Montgomery, City of Chino Hills
Colin Tudor, City of Claremont
John Soria, City of Commerce
Richard Viczorek, City of Dana Point
Rudy Gutierrez, Desert Recreation District
Margaret Finlay, City of Duarte
Jason Jackson, City of El Centro
Diana Impeartrice, City of Fillmore
Jim Edwards, Gateway Cities Council of Governments
Darcy McNaboe, City of Grand Terrace
Virginia Ponce, City of Guadalupe
Kevin McCarthy, City Indian Wells
H. Manuel Ortiz, City of Irwindale
Mark Alexander, City of La Canada Flintridge
Larry Mowles, City of La Mirada
Marshall Goodman, City of La Palma
David Carmany, City of La Puente
Charles Rosales, City of La Verne
John Mark Jennings, City of Laguna Niguel
Cynthia Conners, City of Laguna Woods
Tom Cagley, City of Lake Forest
Jeff Wood, City of Lakewood
Robert Pullen-Miles, City of Lawndale
Jarb Thaipejr, City of Loma Linda
Mark Waronek, City of Lomita
Rigoberto Garcia, Los Angeles Interagency Metro
Police Apprehension Crime Task Force
Mark Alexander, Los Angeles Regional Interoperable
Communications System
Jefferson Wagner, City of Malibu
Jed Cyr, Midpeninsula Regional Open Space District
Cheryl Dyas, City of Mission Viejo
Rick Daniels, City of Needles
Leonard Shyrock, City of Norwalk
Steve Nagel, Orange County Council of Governments
John Johnston, City of Ojai
Kathleen Kelly, City of Palm Desert
Jennifer King, City of Palos Verdes Estates
Steve Zuckerman, Palos Verdes Peninsula Transit
Authority
Daryl Hofmeyer, City of Paramount
Marlaine Sanders, City of Paso Robles
Mary Ann Reiss, City of Pismo Beach
Emmet Bader, Pomona Valley Transportation
Authority
Linda Shields, City of Poway
John Cruikshank, City of Rancho Palos Verdes
Bea Dieringer, City of Rolling Hills
Steve Zuckerman, City of Rolling Hills Estates
Polly Low, City of Rosemead
Lori Donchak, City of San Clemente
Curtis Morris, City of San Dimas
Michael Rock, City of Santa Paula
Alan Wapner, Southern California Council of
Governments
Mike Varipapa, City of Seal Beach
Roberta Greathouse, City of Seaside
Roberta Greathouse, Seaside County Sanitation District
Gene Goss, City of Sierra Madre
Lori Woods, City of Signal Hill
Gloria Olmos, City of South El Monte
Tom Chavez, City of Temple City
Brian Brennan, Ventura Port District
Robert Collacott, City of Villa Park
Nancy Tragarz, City of Walnut
Ned Davis, City of Westlake Village

ATTENDEES:

Kim Cholodenko, Coastal Animal Services Authority
Tony Moreno, City of La Mirada
Laurie Murray, City of La Palma
Christopher Macon, City of Laguna Woods
Jose Gomez, City of Lakewood
Thaddeus McCormack, City of Lakewood
Chuck Balo, Los Angeles Interagency Metro Police Apprehension Crime Task Force
Stephen Aryan, City of Palm Desert
Jonathan Masannat, City of Paramount
Michael Whitehead, City of Rolling Hills Estates
Veronica Ruiz, City of San Marino
Scott Williams, City of Signal Hill
Christie Wong, City of Temple City
Joey Yu, City of Temple City
Tom Boylan, Carl Warren & Company
Emily Gutierrez, Carl Warren & Company
Chris Kustra, Carl Warren & Company
George Mankiewicz, Carl Warren & Company
Byrne Conley, Gibbons & Conley
Scott Grossberg, Grossberg & Hoehn
Fred Groehler, Protelligent
Rich Rosensweig, Vidiflo
DeAnn Wagner, York Risk Services Group, Inc.

STAFF:

Jonathan Shull, Chief Executive Officer
Michelle Aguayo, Training Coordinator
Habib Ali, Accounting Specialist
Edith Avina, Administrative Assistant
Grazyna Buchowieki, Senior Accountant
Lyndsie Buskirk, Office Assistant
Denise Covell, Administrative Assistant
Maria Daniels, Office Assistant
Joe Eynon, Training Manager
Melaina Francis, Risk Manager
Maria Galvan, Risk Manager
Jim Gross, Senior Risk Manager
Tammie Haller, Administrative Programs Manager
Abe Han, Administrative Analyst
Tim Karcz, Senior Risk Manager
Lam Le, Financial Analyst
Norm Lefmann, Assistant Executive Officer
Alex Mellor, Risk Manager
Courtney Morrison, Administrative Analyst
Jeff Rush, Workers’ Compensation Manager
Lilian Salcedo, Office Assistant
Alex Smith, Chief Financial Officer
Ryan Thomas, Training and Loss Control Specialist
Jim Thyden, Insurance Programs Manager
Chris Yanonis, Maintenance Worker
Paul Zeglovitch, Liability Program Manager

ORAL COMMUNICATIONS

There were no requests to address the Board of Directors.

APPROVAL OF MINUTES

President Morris presented the minutes of July 19, 2017.

It was moved by Board Member Wood, Lakewood, seconded by Board Member Caretto, Big Bear Lake, and carried by 63 Yes votes by Apple Valley, Arroyo Grande, Azusa, Bellflower, Big Bear Fire Authority, Bishop, Black Gold Cooperative Library System, Brawley, Buellton, Coastal Animal Services Authority, Cerritos, Chino Hills, Claremont, Commerce, Dana Point, Desert Recreation District, Duarte, El Centro, Fillmore, Gateway Cities Council of Governments, Grand Terrace, Guadalupe, Indian Wells, Irwindale, La Canada Flintridge, La Mirada, La Palma, La Puente, La Verne, Laguna Woods, Lake Forest, Lawndale, Loma Linda, Lomita, Los Angeles Interagency Metro Police Apprehension Crime Task Force, Los Angeles Regional Interoperable Communications System, Malibu, Mission Viejo, Needles, Norwalk, Orange County Council of Governments, Palm Desert, Palos Verdes Estates, Paramount, Paso Robles, Pismo Beach, Pomona Valley Transportation Authority, Poway, Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, Rosemead, San Clemente, San Dimas, Southern California Association of Governments, South El Monte, Temple City, Ventura Port District, Villa Park, Walnut, and Westlake Village; and nine Abstentions by Laguna Niguel, Midpeninsula Regional Open Space District, Ojai, Santa Paula, Seal Beach, Seaside, Seaside County Sanitation, Sierra Madre and Signal Hill by electronic vote, to approve the minutes of July 19, 2017.
ANNUAL REPORT
President Curtis Morris

President Morris presented the Annual Report. Morris introduced members of the Executive Committee and Chairs of the Finance and Managers Committees. An overview of the Authority’s accomplishments in the past year was shared. Morris announced the Authority’s newest member, City of Alhambra.

ELECTION OF OFFICERS

President Morris announced the appointment of election inspectors: Thaddeus McCormack, Chairman of the Managers Committee; and Jose Gomez, Chairman of the Finance Officers Committee.

President Morris opened nominations to fill one, two-year term for the office of Vice President, and stated there was one announced candidate: Margaret Finlay, City of Duarte. Hearing no further nominations, nominations were closed.

Those present voted electronically to elect Margaret Finlay, City of Duarte, as Vice President for a full, two-year term.

President Morris opened nominations to fill four, full, two-year terms for the Executive Committee, and stated there were four announced candidates: Tom Chavez, City of Temple City; Daryl Hofmeyer, City of Paramount; Mary Ann Reiss, City of Pismo Beach; and Mark Waronek, City of Lomita.

Hearing no further nominations, nominations were closed.

Those present voted electronically to elect Tom Chavez, City of Temple City; Daryl Hofmeyer, City of Paramount; Mary Ann Reiss, City of Pismo Beach, and Mark Waronek, City of Lomita to the Executive Committee for a full, two-year term.

PRESENTATION
Risk Management Awards

President Morris presented the Risk Management Awards to members who have instituted excellent risk management practices and programs and have achieved superior results as demonstrated by their cost of claims in both the liability and workers’ compensation programs.

President Morris announced the winners:

The Liability Program winners:
- Non-municipal category:
  Midpeninsula Regional Open Space District
- Members without police exposure:
  City of Bradbury
- Members with police exposure:
City of Signal Hill

The Workers’ Compensation Program winners:
- Non-municipal category:
  Coastal Animal Services Authority
- Members without public safety exposure:
  City of Rolling Hills Estates
- Members with public safety exposure:
  City of Poway

PRESENTATION
Strategic Plan and Operational Overview

Chief Executive Officer Shull presented the Strategic Plan, Operational Overview, and Current Initiatives of the Authority, with emphasis on continued commitment to the foundational principals: of Integrity, Excellence, Innovation, and Teamwork.

ADJOURNMENT

There being no further business to come before the Board of Directors, President Morris adjourned the meeting at 8:09 p.m. to a meeting on Wednesday, July 17, 2019 at 7:00 p.m., in the California Room at the California JPIA, 8081 Moody Street, La Palma, CA 90623.

Mary Ann Reiss, Secretary
CALIFORNIA JPIA
AGENDA REPORT

To: BOARD OF DIRECTORS
From: Jonathan Shull, Chief Executive Officer
Date: July 17, 2019
Subject: Election of Officers

In accordance with the Bylaws of the California Joint Powers Insurance Authority, elections are in order for positions on the California JPIA Executive Committee. Only members of the governing body of a Member Agency are eligible to serve as Directors on the Board, and only Board Members are eligible to serve on the Executive Committee.

The Board of Directors will elect a President and three Executive Committee Members for two-year terms. Directors wishing to place their name in nomination were asked to notify the Chief Executive Officer by June 20, 2019. The announced candidates are:

For President:
  Curtis Morris  City of San Dimas

For Executive Committee:
  Marshall Goodman  City of La Palma
  Darcy McNaboe  City of Grand Terrace
  Sonny Santa Ines  City of Bellflower
  Sylvia Munoz Schnopp  City of Port Hueneme

Nominations may also be made from the floor at the annual meeting.
The Joint Powers Agreement among the members was last amended in July 2016. Since that time, several revisions have been brought forward for consideration. The Bylaws Committee and the Executive Committee have reviewed the revisions and recommend amendments to the Board of Directors for adoption. A red-line of the proposed changes to the Joint Powers Agreement are attached. Changes to the JPA address a variety of issues.

1. Addition of the Risk Managers Committee – In 2018, the Executive Committee approved the creation of a Risk Managers Committee as an advisory committee much like the Managers and Finance Officers Committees. A few sections recognize the creation of the Risk Managers Committee as an advisory committee.

2. Retirement Obligations of Members – In 2018, Governor Brown signed legislation specifying that prior to dissolution, members of any joint powers agency contracting with CalPERS must mutually agree to the apportionment of the agency’s retirement obligations, otherwise the Board of Administration of the Public Employees Retirement System will be empowered to establish the apportionment of the retirement obligations to the members. Article 30 already contains language pertaining to dissolution, but the addition of language to Article 5 clearly articulates the Authority’s compliance with the Government Code.

3. Best Practices – The Authority is a member of the California Association of Joint Powers Authorities. One of that association’s core purposes is to encourage best practices among its member joint powers authorities. This is accomplished through its Accreditation Program, by which members are reviewed triennially as to their policies, practices, and procedures. The Authority was awarded Accreditation with Excellence in 2016. In its review for the 2019 renewal of its accreditation, two items were identified within the Joint Powers Agreement that were not in compliance with CAJPA’s recommended practices.

   a. Adoption of the Budget – The Authority adopts its budgets every two years. This has been done by the Executive Committee for many years as the de facto legislative body of the Authority. CAJPA recommends that the adoption of the budget by done by the Board of Directors.
b. Mailed Ballots – The Joint Powers Agreement provides for the use of mailed ballots, however to comply with CAJPA’s interpretation of the Brown Act, the section is being amended to clarify that mailed ballot actions are to be taken by the Members, individually, rather than by Board Members, as the Brown Act does not allow Board Members to act outside of a board meeting.

Recommended Action

It is recommended that the Board of Directors adopt the proposed amendments to the Joint Powers Agreement.
Joint Powers Agreement

California Joint Powers Insurance Authority
Amended Proposed July 20, 2016 17, 2019

INTEGRITY
EXCELLENCE
INNOVATION
TEAMWORK

Providing Innovative Risk Management Solutions For Our Public Agency Partners

CALIFORNIA
J P I A

12 of 59
TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS .................................................................................................................................... 2
ARTICLE 2 - PURPOSES .......................................................................................................................................... 3
ARTICLE 3 - PARTIES TO AGREEMENT ............................................................................................................ 4
ARTICLE 4 - TERM OF AGREEMENT .................................................................................................................. 4
ARTICLE 5 - CREATION OF AUTHORITY ......................................................................................................... 4
ARTICLE 6 - POWERS OF AUTHORITY ............................................................................................................. 4
ARTICLE 7 - BOARD OF DIRECTORS ................................................................................................................. 5
ARTICLE 8 - POWERS OF THE BOARD OF DIRECTORS .................................................................................. 5
ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS ................................................................................ 6
ARTICLE 10 - EXECUTIVE COMMITTEE ........................................................................................................... 6
ARTICLE 11 - POWERS OF THE EXECUTIVE COMMITTEE ........................................................................... 6
ARTICLE 12 - MEETINGS OF THE EXECUTIVE COMMITTEE ........................................................................... 7
ARTICLE 13 - CLAIMS COMMITTEE .................................................................................................................. 8
ARTICLE 14 - OFFICERS OF THE AUTHORITY ............................................................................................... 8
ARTICLE 15 - ADVISORY COMMITTEES .......................................................................................................... 9
ARTICLE 16 - COVERAGE ...................................................................................................................................... 9
ARTICLE 17 - DEVELOPMENT OF THE JOINT PROTECTION PROGRAMS ...................................................... 9
ARTICLE 18 - ACCOUNTS AND RECORDS ...................................................................................................... 10
ARTICLE 19 - RESPONSIBILITY FOR MONIES .............................................................................................. 11
ARTICLE 20 - RESPONSIBILITIES OF THE AUTHORITY ............................................................................... 11
ARTICLE 21 - RESPONSIBILITIES OF MEMBERS ........................................................................................... 12
ARTICLE 22 - NEW MEMBERS ............................................................................................................................ 13
ARTICLE 23 - PROGRAM PARTICIPATION ...................................................................................................... 14
ARTICLE 24 - WITHDRAWAL ........................................................................................................................... 15
ARTICLE 25 - EFFECT OF WITHDRAWAL ...................................................................................................... 15
ARTICLE 26 - CANCELLATION OF PROGRAM PARTICIPATION ..................................................................... 16
ARTICLE 27 - CANCELLATION OF MEMBERSHIP ........................................................................................ 16
ARTICLE 28 - CANCELLATION FOR NON-PAYMENT ................................................................................... 16
ARTICLE 29 - ATTORNEY FEES AND COSTS OF COLLECTION ................................................................... 17
ARTICLE 30 - TERMINATION AND DISTRIBUTION ....................................................................................... 17
ARTICLE 31 - PROVISION FOR BYLAWS ........................................................................................................ 18
ARTICLE 32 - NOTICES ......................................................................................................................................... 18
ARTICLE 33 - PROVISION FOR MAILED BALLOTS ....................................................................................... 18
ARTICLE 34 - AMENDMENT ............................................................................................................................... 19
ARTICLE 35 - PROHIBITION AGAINST ASSIGNMENT .................................................................................... 19
ARTICLE 36 - AGREEMENT COMPLETE ........................................................................................................... 19
JOINT POWERS AGREEMENT

CREATING THE CALIFORNIA
JOINT POWERS INSURANCE AUTHORITY

THIS AGREEMENT is made and entered into by and among the public entities organized and existing under the Constitution or laws of the State of California, hereinafter collectively referred to as “Members” and individually as “Member,” that are parties signatory to this Agreement. Said Members are sometimes referred to herein as “parties.”

RECITALS:

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power 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, California Government Code Section 990.8 provides that two or more local public 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, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with one or more joint protection programs for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:
ARTICLE 1 - DEFINITIONS

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

(a) “Advisory Committee” shall mean the Managers Committee, Finance Officers Committee, Risk Managers Committee and any other committee created by the Board of Directors or Executive Committee for the purpose of providing specialized advice to the Board of Directors or Executive Committee on the subject matter brought before it.

(b) “Alternate” shall mean that person or persons selected by the legislative body of each Member to represent the Member at the Board of Directors meeting in the absence of the Director, pursuant to Article 7 of this Agreement.

(c) “Authority” shall mean the California Joint Powers Insurance Authority created by this Agreement.

(d) “Board of Directors” or “Board” shall mean the governing body of the Authority.

(e) “Chief Executive Officer” shall mean that employee of the Authority who is appointed by the Executive Committee, and is granted authority and responsibility for the management and administration of the Authority and its joint protection programs.

(f) “Claims” shall mean demands made against the Authority, a Member, or Members arising out of occurrences that are within an Authority joint protection program as developed by the Executive Committee.

(g) “Contribution” shall mean an amount determined by the Executive Committee that is to be paid by the Member as its established share of funding required to cover the financial obligations of each joint protection program in which the member participates.

(h) “Director” shall mean that person selected by and from the legislative body of each Member to represent the Member on the Board of Directors pursuant to Article 7 of this Agreement.

(i) “Executive Committee” shall mean the Executive Committee of the Board of Directors of the Authority.

(j) “Finance Officers Committee” shall mean the committee of the Authority composed of the Finance Directors or chief finance officers of the Members by whatever title locally designated.

(k) “Fiscal Year” shall mean that period of twelve months that is established as the fiscal year of the Authority.
“Insurance” shall mean and include pooled self-insurance through a funded program and/or any commercial insurance, excess insurance, or re-insurance contract purchased on behalf of the Authority to protect the funds of the Authority against catastrophes or an unusual frequency of losses during a specific protection period.

“Managers Committee” shall mean the committee of the Authority composed of the City Managers, City Administrators, or chief executive officers of the Members by whatever title locally designated.

“Risk Managers Committee” shall mean the committee of the Authority composed of the Risk Managers or risk officers of the Members by whatever title locally designated.

“Secretary” shall mean the person selected by the Executive Committee from among its members to serve as Secretary of the Authority.

“Treasurer” shall mean the person selected by the Executive Committee to serve as Treasurer of the Authority.

ARTICLE 2 - PURPOSES

This agreement is entered into by the Members pursuant to the provisions of California Government Code Sections 990, 990.4, 990.8, and 6500 et seq, in order to provide more comprehensive and economical protection from financial loss, to reduce the amount and frequency of their losses, and to decrease the cost incurred in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate entity, the California Joint Powers Insurance Authority (the Authority), to administer joint protection programs wherein Members will pool their losses and claims, jointly purchase insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, training, legal, and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement.
ARTICLE 3 - PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 22. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 24, 26, 27, or 28 shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 - TERM OF AGREEMENT

This Agreement became effective on June 29, 1977, and shall continue until and unless terminated as hereinafter provided.

ARTICLE 5 - CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Joint Powers Insurance Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement; except with respect to public retirement system liabilities, which shall be governed by Sections 6508.1 and 6508.2.

ARTICLE 6 - POWERS OF AUTHORITY

(a) The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

1. To make and enter into contracts;
2. To incur debts, liabilities or obligations;
3. To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
4. To sue and be sued in its own name; and
5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law and are subject to the restrictions upon the manner of exercising the powers of the City of Lakewood.

ARTICLE 7 - BOARD OF DIRECTORS

(a) The Authority shall be governed by the Board of Directors that is hereby established and that shall be composed of one representative Director from each Member, who shall be selected from the legislative body of that Member by the process chosen by the Member.

(b) Each legislative body, in addition to appointing its Director of the Board, shall appoint at least one alternate who shall be an officer or employee of the Member. The alternate shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular Director for whom he or she is an alternate is absent from said meeting.

ARTICLE 8 - POWERS OF THE BOARD OF DIRECTORS

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

(a) The Board shall elect from its members pursuant to Article 10 of this Agreement an Executive Committee, to which it may give authority to make and implement any decisions, including those involving the administration of the Authority, except those decisions that would require an amendment of this Agreement, under Article 34 herein.

(a) The Board shall adopt the operating budget of the Authority.

(b) The Board may review all acts of the Executive Committee, including development of the memoranda of coverage and the operating budget, and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of a quorum of the Board of Directors.

(c) The Board shall receive and review periodic accountings of all funds under Articles 18 and 19 of this Agreement.

(d) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, that the Authority may conduct under the provisions hereof and pursuant to law.

(e) The Board shall have such other powers and functions as are provided for in this Agreement.
(f) The Board shall not have the power to overturn the decisions of the Claims Committee in regard to the settlement of claims.

ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS

(a) Meetings. The Board shall provide for its regular, adjourned regular, and special meetings; provided, however, that it shall hold at least one regular meeting annually at a time and place determined by the Executive Committee.

(b) Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

(c) Quorum. A majority of the Directors or Alternates of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those Directors or Alternates present at a meeting shall be sufficient to constitute action by the Board.

(d) Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq.

ARTICLE 10 - EXECUTIVE COMMITTEE

There shall be an Executive Committee of the Board of Directors that shall consist of nine (9) members. Two of the members of the Executive Committee shall be the President and Vice President of the Board of Directors. The other members of the Executive Committee shall be elected by the Board of Directors at the Annual Meeting for the terms provided in the Bylaws. The President of the Authority, or the Vice President in his or her absence, shall serve as the Chairperson of the Executive Committee.

ARTICLE 11 - POWERS OF THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Directors shall have the following powers:

(a) The Executive Committee shall determine and select joint protection programs for the Authority including adoption of language of the Memoranda of Coverage and any limitations or endorsements to such Memoranda.
(b) The Executive Committee shall determine and select all insurance necessary to carry out the joint protection programs of the Authority.

(c) The Executive Committee shall have the authority to approve membership in the Authority and Member participation in one or more joint protection programs in accordance with Articles 22 and 23.

(d) The Executive Committee shall have the authority to cancel Member participation in one or more joint protection programs in accordance with Articles 26 and 28.

(e) The Executive Committee shall adopt the operating budget of the Authority.

(f) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control, and risk management consulting services.

(g) The Executive Committee shall receive and act upon reports of the Advisory Committees and the Chief Executive Officer.

(h) The Executive Committee shall appoint the Treasurer and Chief Executive Officer of the Authority.

(i) The Executive Committee shall have the power to hire such persons as the Executive Committee deems necessary for the administration of the Authority.

(j) The Executive Committee shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Chief Executive Officer of the Authority.

(k) The Executive Committee shall have such other powers and functions as are provided for in this Agreement or as delegated by the Board of Directors, including the power to create committees it deems necessary.

ARTICLE 12 - MEETINGS OF THE EXECUTIVE COMMITTEE

The meetings of the Executive Committee shall be held and conducted in the same manner as the meetings of the Board of Directors, provided for in Article 9 of this Agreement. In addition, the Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities concerning the implementation of the joint protection programs of the Authority.
ARTICLE 13 - CLAIMS COMMITTEE

The Executive Committee members, together with the Chairs of the Managers Committee and the Finance Officers Committee, shall sit as the Claims Committee of the Authority. The Claims Committee shall have authority to make all determinations regarding defense, indemnity, and settlement of claims under the Memoranda of Coverage. Decisions of the Claims Committee regarding settlement of claims shall be final and not subject to further review. Decisions regarding coverage for defense or indemnity of claims shall be final, but subject to the Member’s appeal rights as detailed in the applicable Memorandum of Coverage.

ARTICLE 14 - OFFICERS OF THE AUTHORITY

(a) President and Vice President. The Board shall elect a President and Vice President of the Authority, each to hold office for a two-year term, except as hereinafter provided, and until a successor is elected. The election of the President and Vice President shall be on alternate years. In the event the President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Vice President shall assume the position of President and serve the remainder of the prior President’s unexpired term. In the event the Vice President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Executive Committee shall select from among its membership a new Vice President who shall serve the remainder of the unexpired term.

(b) Chief Executive Officer. The Chief Executive Officer shall be authorized and responsible for the overall management and administration of the Authority and its joint protection programs and shall select and appoint all employees.

(c) Secretary. The Secretary shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Executive Committee.

(d) Treasurer. The duties of the Treasurer are set forth in Articles 18 and 19 of this Agreement.

(e) Attorney. The Executive Committee shall select an attorney for the Authority. The attorney shall serve at the pleasure of the Executive Committee.

(f) The Executive Committee shall have the power to appoint such other officers as may be necessary in order to carry out the purposes of this Agreement.
ARTICLE 15 - ADVISORY COMMITTEES

The Board of Directors or Executive Committee may establish Advisory Committees as deemed necessary. Such Committees shall meet from time to time as deemed necessary by them, and shall make recommendations to the Executive Committee based upon their expertise.

ARTICLE 16 - COVERAGE

(a) The coverage provided for Members through the Authority’s joint protection programs may include protection for Personal Injury, Errors and Omissions, Contractual and Comprehensive Liability, Workers’ Compensation and such other areas of coverage as the Executive Committee may determine. Such coverage may be through insurance as defined in Article 1.

(b) The Authority shall maintain limits of coverage for Members determined by the Executive Committee to be adequate. The Executive Committee may arrange for a group policy to be issued for Members interested in obtaining additional coverage above the limits of coverage at an additional cost to those participating Members.

(c) The Executive Committee shall arrange for the purchase of insurance it deems necessary to protect the funds of the Authority against catastrophes. The Executive Committee shall have the authority to discontinue purchase of this insurance, if at a future time the Executive Committee determines that it is no longer needed to protect the Authority's funds.

ARTICLE 17 - DEVELOPMENT OF THE JOINT PROTECTION PROGRAMS

(a) The joint protection programs provided by the Authority shall extend to agencies or authorities as determined in the Memorandum of Coverage of each program.

(b) The cost allocation formula for each joint protection program shall be adopted by the Executive Committee.

(c) The contribution for each Member’s participation in a joint protection program shall be determined by the Executive Committee.

(d) The cost allocation formula adopted by the Executive Committee for each joint protection program may provide for retrospective adjustments, and each Member shall pay any additional contribution required by such retrospective adjustment.
(e) The Executive Committee may provide for payment of a portion of such contributions to be made over a period of time on terms set by the Executive Committee.

(f) The Executive Committee may expand the Authority's offerings of joint protection programs to make available for Members’ protection in addition to that which is provided for in this Agreement.

(g) Contributions held by the Authority for each joint protection program shall be accounted for separately, so that only Members participating in the program will share in pooled losses and expenses of that program. This separate accounting shall not prohibit the Authority from commingling contributions for purposes of investment, nor from paying losses or expenses when due from all available funds. As deemed appropriate, the Executive Committee may provide for inter-program transfers in the forms of loans, letters of credit, or other financial arrangements that stipulate that the lending program will be made whole by the borrowing program through the timely repayment of principal and compensation for the value of lost investment earnings during the financing period.

ARTICLE 18 - ACCOUNTS AND RECORDS

(a) Budget. The Authority shall adopt an operating budget, pursuant to Article 11(e) of this Agreement.

(b) Funds and Accounts. The Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Executive Committee. Books and records of the Authority in the hands of the Treasurer shall be open to any inspection at all reasonable times by representatives of a Member.

(c) Treasurer's Report. The Treasurer, within 270 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.

(d) Annual Audit. The Executive Committee shall provide for a certified, annual audit of the accounts and records of the Authority. The audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members. Such report shall be filed within nine months of the end of the year under examination.
(c) Costs. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Authority and shall be considered included within the term “administrative costs.”

ARTICLE 19 - RESPONSIBILITY FOR MONIES

(a) The Treasurer of the Authority shall have the custody of and disburse the Authority's funds. He or she shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by the Executive Committee.

(b) A bond or other insurance protection providing coverage for embezzlement or other criminal acts in an amount determined by the Executive Committee to be adequate shall be required of all officers and personnel authorized to disburse funds of the Authority. The cost of such bond or insurance protection shall be paid for by the Authority.

(c) The Treasurer of the Authority shall perform the duties described in California Government Code Sections 6505.5 and 6505.6 pertaining to the receipt, safekeeping, payment, and reporting of Authority funds.

ARTICLE 20 - RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Provide loss protection as necessary, through various means including but not limited to insurance or other financial risk transfer, by negotiation or bid and purchase.

(b) Assist Members in obtaining coverage for risks not included within the joint protection programs of the Authority.

(c) Assist each Member's assigned risk manager with the implementation of that function within the Member.

(d) Provide loss prevention and safety and consulting services to Members as required, which may include programs for grants or loans to Members for loss prevention or safety purposes.

(e) Provide claims adjusting and subrogation services for claims covered by the Authority's joint protection programs.
(f) Provide loss control and analysis by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

(g) Provide contract review when requested by Members to determine sufficiency of indemnity and insurance provisions.

(h) Conduct risk management evaluations of each Member to encourage implementation of best risk management practices.

(i) The Authority shall have standing and shall pursue recovery in its own name or in the name of a Member for losses covered by a joint protection program. Such recovery may be through subrogation, cross complaint, or salvage, as appropriate.

(j) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors or Executive Committee in order to carry out the purposes of this Agreement.

ARTICLE 21 - RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities:

(a) The legislative body of each Member shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.

(b) Each Member shall appoint an employee to be responsible for the risk management function of that Member, and to serve as a liaison between the Member and the Authority as to risk management.

(c) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices or exposures.

(d) Each Member shall pay its contribution and any retrospective adjustment promptly to the Authority when due. After withdrawal or termination, each Member shall pay promptly to the Authority its share of any additional contribution, when and if required of it by the Executive Committee under Articles 24, 25, 26, 27, and 28 of this Agreement.

(e) Each Member shall report all claims to the Authority in accordance with the policies and procedures governing the joint protection program to which the claim applies.

(f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection programs under this Agreement.
(g) Each Member shall cooperate with and assist the Authority in the pursuit of recoveries for losses covered by a joint protection program, including assigning its right to recover subrogated amounts, and if necessary, executing a written agreement to effect such assignment.

(h) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer of a joint protection program, in all matters relating to this Agreement and covered losses, and will comply with all bylaws, rules and regulations adopted by the Board of Directors and Executive Committee.

(i) Each Member shall actively participate in the Authority’s Risk Management Evaluation and Loss Control Action Plan (LossCAP) programs.

ARTICLE 22 - NEW MEMBERS

The Authority shall allow entry of new Members approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the following procedure:

1. Investigation of each potential member by Authority staff and preparation of a report;
2. Review of the report by the Underwriting Committee, which shall then be forwarded to all Directors for review and comment;
3. Review by the Directors and submittal of comments to the Chief Executive Officer during the comment period; and
4. Approval by a two-thirds vote of the Executive Committee.

(b) Membership is effective immediately upon approval by the Executive Committee and execution of this Agreement by the new Member to join the Authority.

(c) A Member entering under this Article may be required to pay its share of organization expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.

(d) Should the Board of Directors rescind the membership approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of Membership, and the Member shall be
treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if
the Member had voluntarily withdrawn on the effective date.

(e) New Members, accepted into membership after July 1, 2016, shall have
provisional membership status throughout the initial five years of membership. During the
provisional membership period:

1. The Authority reserves the right to retrospectively adjust the cost of
coverage for provisional Members based on actual claims development, in
the event that it varies materially from claims data provided to the
Authority at the time of the initial underwriting; and

2. The Authority reserves the right to terminate membership of any
provisional Member at the end of a protection period, with or without
cause, by a two-thirds vote of the Executive Committee, provided the
Executive Committee gives the provisional Member at least ninety days
advance notice of the effective date of the termination of membership.

3. A provisional Member subject to termination under Paragraph 2, above,
may appeal said termination to a panel of five chief executives randomly
selected from the other Members.

(f) If a provisional Member does not complete five successive years of membership
in good standing, due to withdrawal or termination, that provisional Member is not eligible to
receive in any refunds, dividends, or equity distributions that may occur during the provisional
membership period or at any time thereafter.

ARTICLE 23 - PROGRAM PARTICIPATION

The Authority shall allow for the participation of Members in the joint protection
programs as approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the
following procedure:

1. Investigation of a potential participant by Authority staff and preparation
of a report;

2. Consideration of the report by the Underwriting Committee with a
recommendation to the Executive Committee; and
3. Approval by a two-thirds vote of the Executive Committee,
   
   (b) Program participation is effective immediately upon approval by the Executive Committee and execution of appropriate resolutions and/or other documents by the new participant allowing participation in the joint protection program.
   
   (c) A Member entering into a joint protection program may be required to pay its share of program development expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.
   
   (d) Should the Board of Directors rescind the program participation approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of program participation, and the Member shall be treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if the Member had voluntarily withdrawn on the effective date.

**ARTICLE 24 - WITHDRAWAL**

(a) A Member that enters into this Agreement may not withdraw as a party to this Agreement and as a Member of the Authority for a three-year period commencing on the effective date of its membership.

(b) A Member that enters into a joint protection program may not withdraw as a participant in that program for a three-year period commencing on the effective date of its participation in the joint protection program.

(c) After the initial three-year non-cancellable commitment to membership in the Authority or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates.

**ARTICLE 25 - EFFECT OF WITHDRAWAL**

(a) The withdrawal of any Member from this Agreement shall not terminate the Agreement, and no Member by withdrawing shall be entitled to payment or return of any deposits, contributions, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets.
(b) The withdrawal of any Member from participation in a joint protection program shall not terminate the Member’s responsibility to contribute its share of contributions or funds to the program until all claims, or other unpaid liabilities, covering the period the Member was signatory hereto have been finally resolved and a determination of the final amount of payments due from the Member or credits to the Member for the period of its participation has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in the Article 30(c) of this Agreement.

ARTICLE 26 - CANCELLATION OF PROGRAM PARTICIPATION

The Executive Committee shall have the right to cancel any Member’s participation in one or more joint protection programs upon the recommendation of the Chief Executive Officer and in accordance with the Healthy Members Practices and Procedures protocol. Any Member so cancelled shall on the effective date of the cancellation be treated the same and shall have the same responsibilities as if the Member had voluntarily withdrawn from the joint protection program.

ARTICLE 27 - CANCELLATION OF MEMBERSHIP

The Board of Directors shall have the right to cancel the membership of any Member based upon a three-fourths vote of the entire Board of Directors. Any Member so cancelled shall on the effective date of the cancellation be treated the same as if the Member had voluntarily withdrawn from membership, and said Member shall have the same responsibilities. Cancellation, as specified above, shall be within the sole discretion of the Board of Directors and may occur with or without cause, and the Board's discretion shall not be subject to any further review or appeal.

ARTICLE 28 - CANCELLATION FOR NON-PAYMENT

In the absence of a payment plan as authorized in Article 17(e), any Member’s participation in a joint protection program may be cancelled automatically in the event of a failure of the Member to pay any contribution as required in this Agreement. Should any contribution remain unpaid more than thirty (30) days after receipt of notice by the Member, the Authority will send a notice advising the Member that it is in default under the terms of this Agreement, and that the Member’s participation will be cancelled within thirty (30) additional
days unless full payment is received. Failure to make full payment as required in the notice of default shall be considered a withdrawal by the Member from the program effective on the date of cancellation specified in the notice of default; and no coverage shall apply to any claims submitted subsequent to the effective date of cancellation that arise from occurrences taking place during the current protection period. A Member cancelled for non-payment shall remain liable for a prorated share of the current year’s contribution and for all retrospective adjustment contributions through the date of cancellation and attributable to prior years of coverage in which it participated.

**ARTICLE 29 - ATTORNEY FEES AND COSTS OF COLLECTION**

Should any Member or former Member fail to pay any contribution or retrospective adjustment contribution when due, the Member shall also be liable to the Authority for attorney fees and costs incurred by the Authority in pursuing collection of such sums.

**ARTICLE 30 - TERMINATION AND DISTRIBUTION**

(a) This Agreement may be terminated by the written consent of three-fourths of the Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Members of a joint protection program, including any of those parties that previously withdrew pursuant to Article 24 of this Agreement, in accordance with and proportionate to their cash (including contributions) payments and property (at market value when received) contributions made reduced by their share of losses and expenses paid during the term of this Agreement. The Executive Committee shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been finally disposed of.

(c) The Executive Committee is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members, including those that were Members at the time a claim arose or at the time a loss was incurred, to pay their share of any additional amount of
contribution deemed necessary by the Executive Committee for final disposition of all claims and losses covered by this Agreement. A Member’s share of such additional contributions shall be determined on the same basis as that provided for annual contributions in Article 17 of this Agreement, and shall be treated as if it were the next year’s annual contribution for that Member.

(d) In the absence of an Executive Committee, the Secretary shall exercise all powers and authority under this Article. The decision of the Executive Committee or Secretary under this Article shall be final.

(e) A provisional Member that does not complete five years of membership pursuant to Article 22 shall not be entitled to any distribution of assets upon termination of this Agreement.

ARTICLE 31 - PROVISION FOR BYLAWS
The Board shall cause to be developed Authority Bylaws. Each Member shall receive a copy of any Bylaws developed under this Article.

ARTICLE 32 - NOTICES
Notices to Members hereunder shall be sufficient if delivered to the administrative office of the respective Member. Delivery may be by U.S. Mail, email, or other form of notice acceptable under the Ralph M. Brown Act.

ARTICLE 33 – PROVISION FOR MAILED BALLOTS
Unless specifically prohibited elsewhere within this Agreement or the Bylaws, all actions contemplated by the Board of Directors may be voted on by the Members by mailed ballot as defined in the Bylaws. This shall not include the election of officers or members of the Executive Committee. Actions taken by mailed ballot shall require the same percentage of votes cast by the entire Board of Directors as the percentage that would be required of a quorum voting on an item at a Board of Directors meeting.
ARTICLE 34 - AMENDMENT

With the exception of Article 27, this agreement may be amended by a two-thirds vote of the Directors present at a duly held Board of Directors meeting, or by a two-thirds vote of the entire Board of Directors, Membership for an amendment placed before the Membership by mailed ballot. Amendment to Article 27 shall require a three-fourths vote of the entire Board of Directors, whether at a duly held Board of Directors meeting, or by a three-fourths vote of the Membership for an amendment placed before the Membership by mailed ballot.

ARTICLE 35 - PROHIBITION AGAINST ASSIGNMENT

With the exception of Article 21 (g), 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 shall have any right, claim or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 36 - 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.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below.

Date: ________________________

MEMBER: _____________________

By: __________________________
To: BOARD OF DIRECTORS  
From: Executive Committee  
Date: July 17, 2019  
Subject: Proposed Amendments to the Bylaws

The Authority’s Bylaws were last amended in July 2016. Since that time, several revisions have been brought forward for consideration. The Bylaws Committee and the Executive Committee have reviewed the revisions and recommend amendments to the Board of Directors for adoption. A red-line of the proposed changes to the Bylaws are attached. Changes to the Bylaws address a variety of issues.

1. Formatting – In the red-line, there are numerous annotations of formatting changes. They are not substantive but are intended to make the document more readable.

2. Addition of the Risk Managers Committee – In 2018, the Executive Committee approved the creation of a Risk Managers Committee as an advisory committee much like the Managers and Finance Officers Committees. A section has been added to recognize the creation of the Risk Managers Committee as an advisory committee.

3. Best Practices – The Authority is a member of the California Association of Joint Powers Authorities. One of that association’s core purposes is to encourage best practices among its member joint powers authorities. This is accomplished through its Accreditation Program, by which members are reviewed triennially as to their policies, practices, and procedures. The Authority was awarded Accreditation with Excellence in 2016. In its review for the 2019 renewal of its accreditation, two items were identified within the Bylaws that were not in compliance with CAJPA’s recommended practices.

   a. Mailed Ballots – Amendments to the Joint Powers Agreement are recommended pertaining to the use of mailed ballots. Consistent with that amendment, a section in the Bylaws pertaining to mailed ballots is recommended for removal.

   b. Indemnification of Board Members – Removes ambiguity that actions for which the Board or Board Members could be sued while doing work for the Authority is to be covered by the Authority as an entity rather than by the individual member entity that the Board Member represents. It also indicates that the section also provides indemnity for said actions.
**Recommended Action**

It is recommended that the Board of Directors adopt the proposed amendments to the Bylaws.
BYLAWS

TABLE OF CONTENTS

ARTICLE I – OFFICES .............................................................................................................. 1
Section 1. Principal Executive Office. .............................................................................. 1
Section 2. Other Offices. ................................................................................................. 1

ARTICLE II - BOARD OF DIRECTORS ................................................................................. 1
Section 1. Composition and Selection. ........................................................................ 1
Section 2. Vacancies. .................................................................................................. 2
Section 3. Annual Meeting. ......................................................................................... 2
Section 4. Special Meetings. ....................................................................................... 3
Section 5. Place of Meetings. .................................................................................... 4
Section 6. Quorum. .................................................................................................... 4
Section 7. Adjourned Meetings. .................................................................................. 4
Section 8. Voting. ........................................................................................................ 4
Section 9. Inspectors of Election. ............................................................................. 5

ARTICLE III - EXECUTIVE COMMITTEE ........................................................................... 6
Section 1. Number of Members. ................................................................................. 7
Section 2. Composition, Selection and Term of Office. ............................................. 7
Section 3. Vacancies. ................................................................................................ 7
Section 4. Resignation. .............................................................................................. 8
Section 5. Removal of Executive Committee or its Individual Members by Board of Directors. ................................................................. 8
Section 6. Regular Meetings. .................................................................................... 9
Section 7. Special Meetings. ..................................................................................... 10
Section 8. Actions at Meetings. ............................................................................... 11
Section 9. Adjourned Meetings. ............................................................................... 11

ARTICLE IV – CLAIMS COMMITTEE ............................................................................... 12
Section 1. Composition. ............................................................................................ 12
Section 2. Meetings. ................................................................................................. 12

ARTICLE V - ADVISORY COMMITTEES .......................................................................... 13
Section 1. Managers Committee. ............................................................................. 13
BYLAWS

FOR THE REGULATION, EXCEPT AS OTHERWISE PROVIDED BY
STATUTE, OR THE AGREEMENT CREATING THE AUTHORITY, OF THE
CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

ARTICLE I – OFFICES

Section 1. Principal Executive Office.

The principal executive office for the transaction of the business of the Authority is hereby fixed and located at 8081 Moody Street, La Palma, California 90623. The Executive Committee of the Authority shall have the authority to change the location of the principal executive office from time to time. Any such change shall be noted on the Bylaws by the Secretary, opposite this section, or this section may be amended to state the new location.

Section 2. Other Offices.

Other business offices may at any time be established by the Executive Committee at any place or places where the Authority is qualified to do business.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Composition and Selection.

The Board of Directors shall be composed of one Director from each Member of the Authority, who shall be a member of and selected by the legislative body of that Member, as provided for in the Agreement creating the Authority. Each legislative body shall also appoint at least one alternate, who shall be an officer or employee of that Member. The alternate may attend meetings and vote in the absence of the Director. One person may be duly appointed by more than one Member as the Director representing those Members. "Absence," as the term is used in this section, includes "vacancy" as defined in Section 2 of this Article II. “Director” as the term is used in these Bylaws includes an “alternate” serving in the absence of the Director.
If a Member's membership in the Authority is terminated for whatever reason and by whatever method, that Member shall no longer have a representative on the Board of Directors, Executive Committee, or any other Committee of the Authority.

Section 2. Vacancies.

A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of death, resignation, expiration of term, removal by the Member that made the appointment, or when the Director ceases to be a member of the legislative body of the appointing Member. Vacancies in the positions of Director or alternate or alternates shall be filled in the manner provided for regular appointment of such persons in the Agreement creating the Authority and the Bylaws.

Section 3. Annual Meeting.

(a) Time Held and Business to be Transacted.

The annual meeting of the Board of Directors shall be held in July of each year or at such other time as may be designated by the Executive Committee. At such meeting the President and Vice President of the Authority and other members of the Executive Committee shall be elected as provided in Article III, reports of the affairs of the Authority shall be considered, and any other business may be transacted that is within the powers of the Board of Directors.

(b) Notice.

Written notice of each annual meeting shall be given to each Member of the Authority by mail, email, or other means of written communication, in the manner provided by the Ralph M. Brown Act, California Government Code Section 54950, et seq. Such notice shall specify:

(1) the place, the date, and the hour of such meeting;
(2) those matters that are intended to be presented for action or review by the Board of Directors;

(3) if officers and members of the Executive Committee are to be elected, the names of nominees intended at the time of the notice to be presented for election;

(4) the general nature of any proposal to be presented for action with respect to approval of (i) a new Member, (ii) a contract or other transaction of the Authority with an interested Member, (iii) amendment of the Agreement creating the Authority, (iv) the cancellation of a Member's participation in a joint protection program, (v) voluntary termination of the Agreement creating the Authority, or (vi) a distribution of program assets upon program dissolution; and

(5) such other matters, if any, as may be expressly required by statute or by the Agreement creating the Authority.

Section 4. Special Meetings.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement creating the Authority, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by the Executive Committee of the Authority or by not less than ten (10) Members. Upon request in writing that a special meeting of the Board of Directors be called for any proper purpose, directed to the President, Vice President, or Secretary of the Authority, by any person or persons entitled to call a special meeting of the Board of Directors, the officer receiving such request forthwith shall cause notice to be given to the Members that a meeting will be held at a time requested by the person or persons calling the meeting, not less than fifteen (15) nor more than sixty (60) days after receipt of the request. Notice of any special meeting shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950, et seq. Such notice shall specify the place, date and hour of such meeting, and, if applicable, the names of nominees for officers or members of the Executive Committee intended at the time of the notice to be presented for election and the nature of the business to be transacted. No business other than that specified in the notice of the special meeting may be transacted at that meeting.
Section 5. Place of Meetings.

All annual or other meetings of the Board of Directors shall be held at a place within the State of California designated by the Executive Committee by resolution.

Section 6. Quorum.

At any meeting, the presence in person or by approved teleconference by the Director or alternate of a majority of the Members shall constitute a quorum for the transaction of business.

Section 7. Adjourned Meetings.

(a) Adjournment.

Any meeting of the Board of Directors may be adjourned from time to time by the vote of a majority of the Directors present.

(b) Notice.

When any meeting of the Board of Directors is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as specifically provided herein, or by the Ralph M. Brown Act, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

Section 8. Voting.

(a) Voting at a Meeting

Unless a record date for voting purposes is fixed by the Executive Committee, Members that are Members on the day of the meeting of the Board of Directors shall be entitled to vote at such meeting. Such vote may be by voice vote or ballot; provided, however, that all elections for officers or members of the Executive Committee must be by ballot upon demand made by a Director at any election and before the voting begins. If a quorum is present, the
affirmative vote of the majority of the Members represented at the meeting shall be the act of the Board, unless the vote of a greater number is required by the Agreement creating the Authority or by statute. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, provided that any action taken is approved by a number of Directors at least equal to a majority (or greater number if required) of the number required for a quorum for such meeting. Every Member shall have one vote to be exercised by its Director. If one person has been duly appointed by more than one Member as the Director representing those Members, said person shall have the right to cast votes equal to the number of Members for which he or she has been appointed as Director.

Ballots shall have imprinted on them, the name of the Member on whose behalf a ballot is cast. Ballots shall be open to inspection and public disclosure. A Director has the right to change his or her vote up to the time the vote is finally announced and thereafter only with permission of the Board of Directors prior to adjournment. No Director may change his or her vote, nor may anyone challenge the vote of any Director after the results have been announced, except by the consent of the Board of Directors, and then only prior to adjournment of the meeting at which the vote was cast. Written proxies or powers of attorney casting the vote for any Director, directing any Director to vote in a particular fashion, or acting in the place and stead of any Director, are not acceptable. The vote of each Director or his or her alternate shall not be challenged on the basis that said Director or alternate voted contrary to the express will of the legislative body of the Member for which he or she acts.

(b) Voting by Mailed Ballot

For issues for which it is deemed appropriate, action may be taken by the Board of Directors by the casting of mailed ballots. Mailed ballots may be in the form of hard copy or electronic ballot transmitted by U.S. Mail, email, or other physical or electronic method deemed secure by the Executive Committee. Mailed ballots may be cast only by the Director or his or her alternate.

Section 9. Inspectors of Election.

(a) Appointment.
In advance of any meeting of the Board of Directors, the Executive Committee may appoint any persons, other than nominees for office, as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, the President, or Vice President in his or her absence, may, and on the request of any Director or alternate, shall make such appointment at the meeting. The number of inspectors shall be either one (1) or three (3), at least one of whom shall be a member of the Board of Directors. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may, and on the request of any Director, shall be filled by appointment by the Executive Committee in advance of the meeting, or at the meeting by the President, or the Vice President in his or her absence.

(b) Duties.

The duties of such inspectors shall include: Determining the current number of Members, the Members represented at the meeting, and the existence of a quorum; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes or consents; determining when the polls shall close; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all Members.

(c) Procedure.

The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. The decision, act or certificate of a majority of the inspectors shall be effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.
Section 1. Number of Members.
The authorized number of members of the Executive Committee shall be nine (9), until and unless changed by amendment of this Section, duly adopted by the vote or written consent of a majority of the Board of Directors, and subject to the limitations in the Agreement creating the Authority.

Section 2. Composition, Selection and Term of Office.
The Executive Committee shall consist of the President, Vice President and seven other members elected by the Board of Directors from the members of the Board.

The terms of office of the Executive Committee members shall be for a term of two years or until he or she resigns or is removed or otherwise disqualified to serve. Members of the Executive Committee shall hold office until their successors are elected.

The President, or in his or her absence, the Vice President, shall serve as Chairperson of the Executive Committee.

Section 3. Vacancies.
(a) Creation of Vacancies.

A vacancy or vacancies in the Executive Committee shall be deemed to exist in case of the death, resignation, expiration of term, termination of membership on the Board of Directors, removal of any Executive Committee member by the Board of Directors, declaration of unsound mind by order of court, conviction of a felony, increase in the authorized number of members by amendment of the Agreement creating the Authority, or if the Board of Directors fail, at any annual or special meeting of the Board at which any members of the Executive Committee are elected, to elect the full authorized number of Executive Committee members to be voted for at that meeting. A vacancy in the Executive Committee may further be created by removal of any member by the Executive Committee when such member has been absent from two or
more regular meetings of the Executive Committee without advance excuse approved by the Executive Committee during any one year (from July 1 to June 30), and the Executive Committee determines, after reviewing the circumstances of said absences, that such member should be removed.

(b) Vacancies Filled by Executive Committee.

Vacancies in the Executive Committee, except for a vacancy created by the removal of an Executive Committee member, may be filled by appointment by a majority of the remaining members of the Executive Committee, though less than a quorum, or by a sole remaining member of the Executive Committee, and each member so appointed shall hold office until the expiration of the term of the vacated seat.

c) Vacancies Filled by Board of Directors.

The Board of Directors may elect a member of the Executive Committee at any time to fill any vacancy or vacancies or seat filled on an interim basis by the Executive Committee. A vacancy in the Executive Committee created by the removal of a member by the Board of Directors may be filled only by the vote of a majority of the Directors present at a duly held meeting of the Board of Directors.

Section 4. Resignation.

Any Executive Committee member may resign effective upon written notice to the President, the Vice President, the Secretary or the Board of Directors of the Authority, unless the notice specifies a later time for the effectiveness of such resignation. A vacancy created by such resignation shall be filled pursuant to Article III, Section 3.

Section 5. Removal of Executive Committee or its Individual Members by Board of Directors.

The entire Executive Committee or any of its individual members may be removed from office by a two-thirds vote of the Directors present at a duly held meeting of the Board of Directors.
Section 6. Regular Meetings.

(a) Regular Meetings.

The Executive Committee shall hold a regular monthly meeting. In the event a meeting date falls on a holiday or conflicts with another activity of the Authority or its Members, the President and Chief Executive Officer may confer, and the President will reschedule the monthly meeting to a more convenient date, giving notice to all Members.

(b) Call and Notice.

No further call or notice of regular meetings need be given, except as is required to comply with the Ralph M. Brown Act, California Government Code Section 54950 et seq.

Section 7. Special Meetings.

(a) Call.

Special meetings of the Executive Committee for any purpose or purposes may be called at any time by the President, the Vice President, the Secretary, any two members of the Executive Committee, or the Chief Executive Officer.

(b) Notice.

Notice of the time and place of special meetings shall be given in writing to the members of the Executive Committee, delivered personally, by mail, email, or other approved method of delivery to each member at least 24 hours before the time of such meeting. Such notice shall specify the business to be transacted at the meeting and no business other than that specified in the notice shall be transacted at that meeting.
Said notice shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950 et seq.

Section 8. Actions at Meetings.

The President, or in his or her absence, the Vice President shall serve as the Chairperson of the Executive Committee. The presence of a majority of the authorized number of Executive Committee members at a meeting constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Executive Committee may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another; such participation in a meeting constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Executive Committee members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Executive Committee, unless a greater number is required by law, by the Agreement creating the Authority, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, provided that any action taken is approved by a number of members at least equal to a majority (or greater number if required) of the number required for a quorum for such meeting.

Section 9. Adjourned Meetings.

(a) Adjournment.

A quorum of the members of the Executive Committee may adjourn any Executive Committee meeting to a stated day, hour and place; provided, however, that in the absence of a quorum, a majority of the Executive Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Executive Committee.

(b) Notice of Adjournment.
If a meeting is adjourned for more than 24 hours, at least 24-hours written notice of such adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Executive Committee members who were not present at the time of adjournment. Otherwise, notice of the time and place of holding an adjourned meeting need not be given if the time and place are fixed at the time of adjournment, except that the provisions of the Ralph M. Brown Act, California Government Code Sections 54950 et seq., shall be complied with.

ARTICLE IV – CLAIMS COMMITTEE

Section 1. Composition.
The Claims Committee shall be composed of each member of the Executive Committee, the Managers Committee Chair, and the Finance Officers Committee Chair.

Section 2. Meetings.
The President shall appoint an Executive Committee member to serve as the Chair of the Claims Committee. The Chair, or in his or her absence the President, shall preside over the meetings. The presence of a majority of the authorized number of Claims Committee members at a meeting constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the Claims Committee may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another; such participation in a meeting constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Claims Committee members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Claims Committee, unless a greater number is required by law, by the Agreement creating the Authority, or by these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, provided that any action taken is approved by a number of members at least equal to a majority of the number required for a quorum for such meeting.
ARTICLE V - ADVISORY COMMITTEES

Section 1. Managers Committee.

Pursuant to the Agreement creating the Authority, the Managers Committee shall be composed of one representative from each Member, who shall be the City Manager, City Administrator or the Chief Executive Officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Managers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 2. Finance Officers Committee.

Pursuant to the Agreement creating the Authority, the Finance Officers Committee shall be composed of one representative from each Member, who shall be the Finance Director or Chief Finance Officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Finance Officers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.

Section 3. Risk Managers Committee.

Pursuant to the Agreement creating the Authority, the Risk Managers Committee shall be composed of one representative from each Member, who shall be the Risk Manager or risk officer of that Member. An alternate may be designated in writing to serve in place of and may vote for that representative in his or her absence. At any meeting, the presence in person or by approved teleconference of at least seven Risk Managers or alternates shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn from time to time to a time not later than the time fixed for the next regular meeting of the Committee.
Section 4. Underwriting Committee.
Pursuant to the Agreement creating the Authority, the Underwriting Committee shall be composed of the Managers Committee Chair and Vice Chair, the Finance Officers Committee Chair and Vice Chair, and the Chief Executive Officer of the Authority. Three representatives shall constitute a quorum. In the absence of a quorum, a majority of the Committee members present at any meeting may adjourn.

Section 45. Other Committees
Other committees may be created by the Executive Committee for the purpose of providing specialized advice to the Executive Committee on the subject matter brought before it. The committee’s purpose, composition, quorum requirements, and meeting schedule may be defined by the Executive Committee or delegated by the Executive Committee to the advisory committee itself.

Section 56. Meetings.
Such Committees shall meet from time to time and shall elect their respective Chairpersons, Vice Chairpersons and other officers as deemed necessary by them. All meetings shall be noticed in compliance with the Ralph M. Brown Act, California Government Code Section 54950, et seq.

ARTICLE VI - OFFICERS AND EMPLOYEES

Section 1. Officers.
The officers of the Authority shall be a President, a Vice President, a Secretary, and a Treasurer. The Executive Committee may, in addition, provide for other officers as it deems necessary for the performance of the business of the Authority.

Section 2. Election and Term of Office.
The President and Vice President of the Authority shall be elected by the Board of Directors at its annual meeting, and each shall hold office for a term of two years or until he or she resigns or is removed or otherwise disqualified to serve, and until his or her successor is elected.
Section 3. Other Officers and Employees.
The Executive Committee shall appoint, or may empower the President to appoint, subject to ratification by the Executive Committee, all officers other than the President and Vice President. Except as may otherwise be provided in the Agreement creating the Authority or the Bylaws, such officers shall hold office until replaced by action of the Executive Committee. The Executive Committee shall also appoint a Chief Executive Officer and Authority Attorney who shall serve at the pleasure of the Executive Committee or for such term as the Executive Committee may provide by agreement. All officers and employees shall have such authority and perform such duties as are provided in the Agreement creating the Authority, or the Bylaws or as the Executive Committee may from time to time determine. The Executive Committee may provide for the payment of compensation to officers or employees for their services to the Authority.

Section 4. Vacancies.
A vacancy in any office because of death, resignation, removal, disqualification, expiration of term, or any other cause shall be filled in the manner prescribed in the Agreement creating the Authority and the Bylaws for regular appointments to such office.

Section 5. Removal and Resignation.
(a) Removal.

The President, Vice President or any Executive Committee member may be removed, without cause, by the Board of Directors, at any regular or special meeting thereof. An officer chosen by the Executive Committee may be removed, without cause, by the Executive Committee or by any officer upon whom such power of removal may be conferred by the Executive Committee, (subject, in each case, to the rights, if any, of an officer under any contract of employment).
(b) Resignation.

Any officer may resign at any time by giving written notice to the Executive Committee or to the President, or to the Secretary of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. President.

The President shall preside at all meetings of the Board of Directors and the Executive Committee. He or she shall be a member of all of the Executive Committee standing committees, and shall have the powers and duties as may be prescribed by the Board of Directors, the Agreement creating the Authority, or the Bylaws.

Section 7. Vice President.

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or the Bylaws.

Section 8. Secretary.

The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a permanent record of minutes of actions taken at all meetings of the Board of Directors and Executive Committee, whether regular or special, (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated Directors and alternates of each Member.
The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors and of the Executive Committee required by the Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Executive Committee, the Agreement creating the Authority, or by the Bylaws.

Section 9. Treasurer.
The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the Agreement creating the Authority.

Section 10. Chief Executive Officer
The Chief Executive Officer shall be authorized and responsible for the overall management and administration of the Authority and its joint protection programs and shall select and appoint all employees. The Chief Executive Officer shall have such other and related duties as may be prescribed by the Executive Committee or the Bylaws.

ARTICLE VII — MISCELLANEOUS

Section 1. Rules and Regulations of Joint Protection Programs.
As soon as practicable after development of the details of a joint protection program of the Authority, the specific rules and regulations for the implementation of the program shall be adopted by the Executive Committee, which shall cause them to be set forth in written form and a copy thereof distributed to each Member. Such rules and regulations shall be included in any procedure manual prepared by the Authority for the Members.

The Executive Committee of the Authority shall cause an annual report to be sent to the Members not later than 270 days after the close of each fiscal year. Such report shall contain a statement of net position as of the end of such fiscal year and a statement of revenues, expenses,
and changes in net position for such fiscal year, and shall be accompanied by the annual audit report thereon and such other information as may be required by law.

Section 3. Defense and Indemnification of Agents of the Authority.

(a) For the purpose of this Article, "agent" means any person who is or was an officer, board member, employee, or other agent of the Authority.

(b) The Authority shall provide for the defense and indemnity of any civil action or proceeding brought against any such agent of the Authority in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Authority, and to the extent of such defense as is provided for in California Government Code Section 995 et seq.

Section 4. Inspection of Authority Records.

The accounting, books and records, the list of Members' designated Directors and alternates, and minutes of proceedings of the Board of Directors and the Executive Committee and all other committees of the Authority shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

Section 5. Checks and Drafts.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Authority, shall be signed or endorsed by the President and Treasurer or by such person or persons and in such manner as, from time to time, shall be determined by the Executive Committee.

Section 6. Register of Demands.

A register of all demands shall be submitted to the Executive Committee for payment approval and shall have attached thereto the affidavit or declaration of the Chief Executive Officer certifying as to the accuracy of the demands and the availability of funds for payment thereof.
The Executive Committee shall not hear, consider, allow or approve any bill or demand against the Authority unless the same is itemized giving names, dates, and particular services tendered, and any other pertinent details as the case may be. Demands for salaries and wages of officers and employees of the Authority may, but need not be, presented to the Executive Committee prior to payment but shall appear on the next register of demands for approval.

After approval of the register of demands by the Executive Committee, the public officer performing the function of Treasurer shall sign the warrant authorizing payment of the demands so approved. Signatures on warrants may be by facsimile.

Section 7. Execution of Contracts.
The Executive Committee may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances. Unless so authorized by the Executive Committee, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount. The Chief Executive Officer is authorized to enter into any contract or execute any instrument in the name of, and on behalf of, the Authority for services and programs approved by the Executive Committee or Board of Directors, subject to limitations (including budget limitations) set by the Executive Committee or the Board of Directors.

Section 8. Rules of Procedure for Meetings.
All meetings of the Board of Directors, Executive Committee, and any other Committees of the Authority, shall be conducted in accordance with Robert's Rules of Order, except where such are in conflict with California law, the Agreement creating the Authority, or the Bylaws, whereupon the latter three shall govern over said Rules of Order.
ARTICLE VIII - AMENDMENTS TO BYLAWS

Section 1. Power of Board of Directors.
New Bylaws may be adopted, or these Bylaws may be amended or repealed by the affirmative vote of a majority of the quorum at a meeting of the Board of Directors, except as otherwise provided by the Agreement creating the Authority.

Section 2. Power of Executive Committee.
Subject to the right of the Board of Directors as provided in Section 1 of this Article VIII to adopt or amend Bylaws, Bylaws other than a bylaw or amendment thereof changing the authorized number of members of the Executive Committee may be adopted or amended by the Executive Committee. Any amendment by the Executive Committee shall be on the agenda of the next meeting of the Board of Directors for ratification. An affirmative vote by a majority of the quorum shall constitute ratification of the amendment.
Members will be recognized for demonstrating superior risk management practices. Those that have demonstrated the best overall performance for both the Primary Liability and Primary Workers’ Compensation Programs will be recognized.

Members have been divided into groups for which awards will be presented. For the Primary Liability Program the groups are Non-Municipal Members, Members without Police exposure, and Members with Police exposure. For the Primary Workers’ Compensation Program the groups are Non-Municipal Members, Members without Public Safety exposure, and Members with Public Safety exposure. Public Safety here means Police and/or Fire exposure.

**Best Overall Performance**
This award recognizes Members that have demonstrated the best overall performance in each program. Authority staff evaluated both quantitative and qualitative factors that are reflective of a Member’s risk management efforts. Factors included an agency’s five-year average cost of claims per $100 of payroll, its improvement in claims severity when comparing two, five-year coverage periods, its progress toward completing LossCAP action items, and its Agency Exemplar rating.
CALIFORNIA JPIA

AGENDA REPORT

To: BOARD OF DIRECTORS

From: Jonathan Shull, Chief Executive Officer

Date: July 17, 2019

Subject: Strategic Plan and Operational Overview

Staff will present a review of the strategic plan and how it relates to the Authority’s operations.

Recommended Action

Receive and file.