



**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA**

LOCATION: Campbell Union School District
155 N. Third Street
Campbell, CA 95008

A - Action
I - Information

DATE/TIME: June 13, 2019
10:00 A.M.

1 - Included
2 - Hand Out
3 - Separate
4 - Verbal

Per Government Code 54954.2, persons requesting disability related modifications or accommodations, including auxiliary aids or services, in order to participate in the meeting are requested to contact Joan Crossley at Alliant Insurance Services, Inc. at (916) 643-2708.

Documents and material relating to an open session agenda item that are provided to the SBASIA Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at 2180 Harvard St, Suite 460, Sacramento, CA 95815.

Page

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA** **A 4**
- D. PUBLIC COMMENT**
This time is reserved for members of the public to address the Board of Directors on SBASIA business. **I 4**
- E. CONSENT CALENDAR** **A 1**
 - 1* **1. Board of Directors Teleconference Minutes – December 19, 2018**
 - 2-4* **2. Investment Report for Quarter Ending March 31, 2019**
 - 5-6*
- F. LOSS CONTROL**
 - 1. Liability and Property Safety Inspections on Interior of Buildings (all rooms) to include Chemical Inspection** **I 4**
Mr. Anthony Poston of ESM Solutions will present a summary of the results of the safety inspections performed for the JPA.
 - 2. Loss Control-Infrared Inspections and Training for Coaches** **I 4**
Staff will discuss upcoming loss control projects for infrared inspections and training for coaches



G. FINANCIAL

- | | | | |
|-------|---|---|---|
| 9 | 1. Excess Liability Renewal
<i>Staff will present the Excess Liability renewal for the period of July 1, 2019-2020.</i> | A | 2 |
| 10-11 | 2. Resolution Rescinding Previously Submitted Notice of Withdrawal from Schools Excess Liability Fund (SELF) Effective July 1, 2019
<i>The Board will decide whether to adopt a resolution to rescind the JPA's notice of withdrawal from the SELF Program.</i> | A | 1 |
| 12-16 | 3. Review and Adoption of Liability Memorandum of Coverage
<i>Staff will present the Liability Memorandum of Coverage for July 1, 2019-2020.</i> | A | 1 |
| 17 | 4. Excess Property and Boiler & Machinery Renewal
<i>Staff will present the Excess Property and Boiler and Machinery renewal for period of July 1, 2019-2020.</i> | A | 2 |
| 18-22 | 5. Review and Adoption of Property Memorandum of Coverage
<i>Staff will present the Property Memorandum of Coverage for July 1, 2019-2020.</i> | A | 1 |
| 23 | 6. Crime Policy Renewal
<i>Staff will present the renewal of the Crime Policy for period of July 1, 2019-2020.</i> | A | 2 |
| 24 | 7. Deadly Weapon Response Policy Renewal
<i>Staff will present the renewal of the Deadly Weapon Response Policy for period of July 1, 2019-2020.</i> | A | 2 |
| 25-30 | 8. Accounting Contract
<i>The Accounting Contract expires on June 30, 2019. Staff will present the renewal contract for July 1, 2019–June 30, 2022.</i> | A | 1 |
| 31-40 | 9. Administration Contract
<i>The Administration Contract expires on June 30, 2019. Staff will present the renewal contract for July 1, 2019–June 30, 2022.</i> | A | 1 |
| 41 | 10. Revenue and Expense Budget for July 1, 2019-2020
<i>Staff will present the Revenue and Expense Budget for July 1, 2019 –2020.</i> | A | 2 |



H. GENERAL ADMINISTRATION

- | | | | |
|-------|--|----------|----------|
| 42 | 1. SBASIA Election of Officers and Executive Committee
<i>The Executive Committee will present a slate of officers for July 1, 2019-2020.</i> | A | 4 |
| 43 | 2. Investment Authority
<i>Per Government Code, the Board will need to approve the delegation of authority to invest or reinvest SBASIA funds.</i> | A | 4 |
| 44-49 | 3. Review of Investment Policy
<i>Per Government Code, the Board must review the Investment Policy annually.</i> | A | 1 |
| 50-51 | 4. Resolution Establishing Meeting Dates for Fiscal Year 2019-2020
<i>The Board will need to adopt meeting dates for July 1, 2019-2020.</i> | A | 1 |

I. COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

NEXT MEETING

The next Board of Directors Meeting is set for Thursday, December 5, 2019 at 10:00 A.M. at Campbell Union School District, 155 N. Third Street, Campbell, CA 95008.



Agenda Item E.1

CONSENT CALENDAR

ACTION ITEM

ISSUE: The Board of Directors should review the Consent Calendar and pull any items that need discussion. Otherwise, the Board of Directors should adopt the Consent Calendar as presented.

RECOMMENDATION: The Program Administrator recommends adoption of the Consent Calendar Items as presented.

FISCAL IMPACT: None

BACKGROUND: The following items are placed on the Consent Calendar for adoption by the Board. The Board may accept the Consent Calendar as posted, or pull any item for discussion and separate action while accepting the remaining items.

- 1. Board of Directors Teleconference Minutes – December 19, 2018**
- 2. Investment Report for Quarter Ending March 31, 2019**

ATTACHMENTS: Board of Directors Teleconference Minutes – December 19, 2018
Investment Report for Quarter Ending March 31, 2019



**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
BOARD OF DIRECTORS TELECONFERENCE MINUTES
December 19, 2018**

MEMBERS PRESENT

James Crawford, President, Campbell Union School District
Megan Reilly, Vice President, Santa Clara County Office of Education
Mike Mathiesen, Treasurer, Mountain View-Los Altos Union High School District
Robert Clark, Secretary, Mountain View Whisman School District
Han Nguyen, Berryessa Union School District
Carole Schmitt, Evergreen School District
Randy Kenyon, Los Altos School District
Kelly Ng, Milpitas Unified School District

MEMBERS ABSENT

Shameram Karim, Lakeside Joint School District
Rosemarie Pottage, Los Gatos-Saratoga Joint Union High School District
Position Vacant, Metropolitan Education District
Eric Dill, Santa Clara Unified School District

GUESTS & CONSULTANTS

Matt Gowan, Alliant Insurance Services
Joan Crossley, Alliant Insurance Services

A. CALL TO ORDER

The meeting was called to order at 1:33 p.m.

B. ROLL CALL

The above-mentioned members were present constituting a quorum.

C. APPROVAL OF AGENDA

A motion was made to approve the agenda.

MOTION: Megan Reilly	SECOND: Randy Kenyon	MOTION CARRIED
AYES: 8	NOES: 0	ABSENT: 4
	ABSTAIN: 0	

AYES: Crawford, Reilly, Mathiesen, Clark, Nguyen, Schmitt, Kenyon, Ng

NAYS: None

ABSENT: Karim, Pottage, Dill

D. PUBLIC COMMENT

There were no public comments.



**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
BOARD OF DIRECTORS TELECONFERENCE MINUTES
December 19, 2018**

E. CONSENT CALENDAR

- 1. Board of Directors Meeting Minutes – June 14, 2018**
- 2. Audited Financial Report as of June 30, 2018**
- 3. Financial Report for Quarter Ending September 30, 2018**
- 4. Resolution for Withdrawal from Schools Excess Liability Fund (SELF) Effective July 1, 2019**

A motion was made to approve the items on the Consent Calendar as presented.

MOTION: Megan Reilly **SECOND:** Mike Mathiesen **MOTION CARRIED**
AYES: 8 **NOES:** 0 **ABSTAIN:** 0 **ABSENT:** 4

AYES: Crawford, Reilly, Mathiesen, Clark, Nguyen, Schmitt, Kenyon, Ng
NAYS: None
ABSENT: Karim, Pottage, Dill

F. GENERAL ADMINISTRATION

1. JPA President

Mr. James Crawford said he will be working as a consultant for Campbell Union School District after his retirement. The JPA can choose to enter into a contract with Campbell USD so Mr. Crawford can continue to serve as JPA President to provide continuity as there are several new Board members.

A motion was made to approve the contract with Campbell Union School District for Mr. James Crawford to serve as JPA President.

MOTION: Megan Reilly **SECOND:** Kelly Ng **MOTION CARRIED**
AYES: 8 **NOES:** 0 **ABSTAIN:** 0 **ABSENT:** 4

AYES: Crawford, Reilly, Mathiesen, Clark, Nguyen, Schmitt, Kenyon, Ng
NAYS: None
ABSENT: Karim, Pottage, Dill

2. Amendment to Bylaws

Ms. Joan Crossley said the bylaws currently state that Board members can't receive payment from the JPA. In order to pay Campbell USD for the services of Mr. James Crawford as JPA President, the bylaws need to be amended to state a Board member may be an independent contractor of a member district and the JPA can either pay the member district or pay the independent contractor directly.

A motion was made to adopt the amendment to the bylaws.



**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
BOARD OF DIRECTORS TELECONFERENCE MINUTES**

December 19, 2018

MOTION: Kelly Ng

SECOND: Robert Clark

MOTION CARRIED

AYES: 8

NOES: 0

ABSTAIN: 0

ABSENT: 4

AYES: Crawford, Reilly, Mathiesen, Clark, Nguyen, Schmitt, Kenyon, Ng

NAYS: None

ABSENT: Karim, Pottage, Dill

G. COMMENTS FOR THE GOOD OF THE ORDER

There were no comments for the good of the order.

ADJOURNMENT

The meeting was adjourned at 1:41 p.m.

County of Santa Clara



Finance Agency Controller-Treasurer Department

County Government Center
70 W. Hedding Street, East Wing, 2nd Floor
San Jose, California 95110-1705
(408) 299-5200 FAX (408) 288-9237

May 23, 2019

Submitted by:


George Doorley, Controller-Treasurer

TO: BOARD OF TRUSTEES, SANTA CLARA COUNTY SCHOOL DISTRICTS
BOARDS OF DIRECTORS, SANTA CLARA COUNTY SPECIAL PURPOSE DISTRICTS

FROM: ALAN MINATO, DIRECTOR OF FINANCE

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the March 31, 2019 Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of March 31, 2019 is submitted for your review and acceptance.

The attached detailed investment reports list each investment of the County Treasury Pool as well as individual reports for specific investment funds that each school district or special district has in the County Treasury. The reports include the respective purchase and maturity dates, par value, amortized cost, market value, and yield to maturity for each investment.

A summary of market value versus cost is provided below for Commingled Investments of the County Pool.

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	\$7,150,681,019	\$ 7,139,350,994	(\$11,330,026)	(0.16%)

The yield of the pool on March 31, 2019 was 2.22%. As a comparison, on March 31, 2019 the yield of a 6-month Treasury Bill was 2.42%. A two-year Treasury Note was 2.26%. The State of California Local Agency Investment Fund (LAIF) yield was 2.44%.

Attached with the current investment strategy is a schedule that lists the average weighted maturities and yield for the Commingled Treasury Pool. Charts outlining investment concentration and distribution of bond maturities are provided for the Pool. Also included is a chart showing the one-year history of the Pool along with interest rates offered by selected comparable instruments.

Securities are purchased with the expectation that they will generally be held to maturity, hence unrealized gains or losses are not reflected in the yield calculations.

The market values of Pool securities were taken from pricing services provided by Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

A combination of securities maturing, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flows are continually monitored and are considered paramount in the selection of securities purchased for the Pool.

Attachments:

March 31, 2019 Quarterly Investment Summary



South Bay Area Schools Insurance Authority
Board of Directors
June 13, 2019

Agenda Item F.1

**LIABILITY AND PROPERTY SAFETY INSPECTIONS
ON INTERIOR OF BUILDINGS (ALL ROOMS) TO INCLUDE
CHEMICAL INSPECTION**

INFORMATION ITEM

EXPLANATION: The JPA selected ESM Solutions, Inc. to perform Liability and Property Safety Inspections on Interior of Buildings (all rooms) to include chemical inspection. Mr. Anthony Poston, CEO of ESM Solutions, will provide a summary of the results of the inspections performed.

ATTACHMENTS: None



Agenda Item F.2

**LOSS CONTROL - INFRARED INSPECTIONS AND
TRAINING FOR COACHES**

INFORMATION ITEM

EXPLANATION: As part of the JPA's five year loss control plan, the Executive Committee selected Allied Reliability to perform infrared inspections to test for hot spots in electrical systems. The inspections will begin in the fall of 2019 and will be performed during normal school hours when the electrical load is at full capacity. Staff will be asking members to provide a contact at their district who can assist with scheduling the inspections.

Also, the JPA will be providing training for coaches, volunteer coaches and athletic directors which would include the topics of bullying, molestation, Title IX and understanding how heat index affects athletes. The training can be provided in two sessions such as Friday afternoon/Saturday morning. Staff is soliciting input from the athletic directors at the member high school districts for the best time of the year to provide the training.

ATTACHMENTS: None



Agenda Item G.1

EXCESS LIABILITY RENEWAL

ACTION ITEM

ISSUE: The Board of Directors should review and approve the renewal of the Excess Liability insurance for SBASIA for the period of July 1, 2019 – July 1, 2020.

RECOMMENDATION: The Executive Committee recommends adoption of the Excess Liability renewal as presented.

FISCAL IMPACT: The CSAC EIA premium is still being finalized and will be presented at the Board meeting. The SELF premium is \$719,375.

BACKGROUND: For the 2019-2020 Liability program, the JPA will maintain its self-insured retention (SIR) of \$250,000 and will purchase coverage with CSAC-EIA, the current insurer, to a \$5 million limit, than attach to SELF (Schools Excess Liability Fund) from \$5 million to \$55 million limit. The total liability limit is \$55 million.

The JPA marketed the Excess Liability coverage to insure the most competitive rate. A total of 14 markets were approached, but CSAC EIA and SELF remain the most competitive options.

CSAC-EIA (California State Association of Counties-Excess Insurance Authority) was formed as a joint powers authority in 1979 and is California Association of Joint Powers Authorities (CAJPA) Accredited with Excellence.

SELF (Schools Excess Liability Fund) was formed as a joint powers authority in 1986 and is California Association of Joint Powers Authorities (CAJPA) Accredited with Excellence.

ATTACHMENTS: None



Agenda Item G.2

**RESOLUTION RESCINDING PREVIOUSLY SUBMITTED NOTICE OF
WITHDRAWAL FROM SCHOOLS EXCESS LIABILITY FUND (SELF) EFFECTIVE
JULY 1, 2019**

ACTION ITEM

ISSUE: The Board of Directors will decide if the JPA should rescind its notice of withdrawal from SELF effective July 1, 2019.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board.

FISCAL IMPACT: To be determined

BACKGROUND: The JPA gave notice of withdrawal to SELF in order to market the Excess Liability coverage to insure the most competitive rate. A total of 14 markets were approached, but SELF remained the most competitive option.

SELF requires a resolution to rescind the notice of withdrawal.

ATTACHMENTS: Resolution No. R18-03 Rescinding Previously Submitted Notice of Withdrawal from SELF Excess Liability Program Effective July 1, 2019

RESOLUTION NO. R18-03
Resolution of the Board of Directors of the
South Bay Area Schools Insurance Authority
Rescinding Previously Submitted Notice of Withdrawal
From SELF Excess Liability Program

WHEREAS, the Board of the South Bay Area Schools Insurance Authority, along with other school districts and charter schools of the State of California, have been studying self-funding of excess liability; and

WHEREAS, these districts and public charter schools have determined there is a need for a self-funding system for excess liability coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for self-funding of excess liability;

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California, authorizes joint exercise by two or more public agencies of any power common to them;

WHEREAS, California law authorizes school districts to establish Self-funded Programs;

WHEREAS, the Authority sought to examine its options for alternative sources of excess liability coverage and notified SELF of its intent to withdraw as of the 2019/2020 program year, as required by the SELF JPA Agreement, in the event it opted to change coverage sources.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Authority hereby rescinds its previously submitted resolution to withdraw from SELF JPA and the Excess Liability Program effective July 1, 2019.
2. The Board of Directors of South Bay Area Schools Insurance Authority hereby declares its desire to continue its membership in the Schools Excess Liability Fund Excess Liability Program uninterrupted.
3. The Board instructs staff to take all necessary steps to implement this resolution.

PASSED AND ADOPTED by the Board of Directors of South Bay Area Schools Insurance Authority this 13th day of June 2019 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____

Signed:

Attest:

James Crawford, President

Megan Reilly, Vice President



Agenda Item G.3

REVIEW AND ADOPTION OF LIABILITY MEMORANDUM OF COVERAGE

ACTION ITEM

ISSUE: The Board of Directors should review the proposed Memorandum of Coverage and adopt the Memorandum for the coverage period of July 1, 2019 to July 1, 2020.

RECOMMENDATION: The Program Administrator recommends adoption of the Memorandum of Coverage.

FISCAL IMPACT: The adoption of the Memorandum better defines the coverage for which the cost is unknown until the claims incurred are closed at some time in the future. However, we have an estimate of the costs of liability claims covered under this Memorandum from the actuarial study. The amount is \$1,012,000 at 80% confidence level. This is reflected in the proposed budget.

BACKGROUND: The Memorandum of Coverage clarifies the losses to be covered by SBASIA and establishes certain procedures. The attached liability memorandum incorporates the excess insurance policy's terms and conditions provided by CSAC EIA for the period July 1, 2019 to July 1, 2020. The memorandum also defines the exceptions to those terms and conditions. These exceptions are only the terms of liability and the self-insured retention.

A declarations page will be provided to each member describing the term of coverage, the limits provided, etc. These will be distributed to the members, along with the corresponding Memorandum of Coverage, once adopted by the Board.

ATTACHMENTS: Liability Declarations Page
Liability Memorandum of Coverage

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY

LIABILITY

UNDERLYING MEMORANDUM OF COVERAGE

DECLARATIONS

MEMORANDUM NO. SBASIALI 001-19

1. **Member District:** Berryessa Union School District
1376 Piedmont Road
San Jose, CA 95132

2. **Coverage Period:** July 1, 2019 through June 30, 2020

3. **Member District Deductible:** \$ 10,000 **Each Occurrence, offense or wrongful act**

4. **Limits of Liability:**
 - a. Liability Coverage \$ 250,000 **Each Occurrence, offense or wrongful act***

*One limit applies regardless of the number of members involved

FORMS AND ENDORSEMENTS: Form LIAB-1
FORMING PART OF THE POLICY
AT INCEPTION

President, James Crawford

Date

It is agreed that these Declarations and the Memorandum of Coverage together with any endorsements that may be added thereto constitutes the entire coverage agreement.

**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
LIABILITY
UNDERLYING MEMORANDUM OF COVERAGE
FORM NO. LIAB-1**

1. INSURING AGREEMENT

In consideration of the payment of the required contribution and subject to all the terms of this Memorandum of Coverage, SBASIA agrees to pay on behalf of the Member District **Loss** resulting from any occurrence, offense or wrongful act covered by the terms, except limits of liability and self-insured retentions, of the **CSAC Excess Insurance Authority Memorandum of Coverage No. EIA-PE 19 EL-80** as that Memorandum of Coverage applies to SBASIA, during the Coverage Period as stated on the Declarations.

2. MEMBER DISTRICT DEDUCTIBLE

The Member District deductible stated under Item 3 of the Declarations page applies to each occurrence, offense or wrongful act covered by the terms and conditions, except limits of liability and self-insured retentions, incorporated from the **CSAC Excess Insurance Authority Memorandum of Coverage No. EIA-PE 19 EL-80**.

3. LIMITS OF LIABILITY

The Limits of Liability stated under Item 4a of the Declarations applies to each occurrence, offense or wrongful act, regardless of the number of Member Districts involved, covered by the terms and conditions, except limits of liability and self-insured retentions, incorporated from the **CSAC Excess Insurance Authority Memorandum of Coverage No. EIA-PE 19 EL-80**.

4. COVERAGE PERIOD

The Coverage Period of this Memorandum is as stated under Item 2 of the Declarations.

5. DEFINITIONS

The conditions of this Memorandum of Coverage shall be applied as if the definition of words listed below had been included with the word or words each time they appear in this Memorandum of Coverage.

LOSS – Means the ultimate net loss as defined in the Definitions section of the **CSAC Excess Insurance Authority Memorandum of Coverage No. EIA-PE 19 EL-80**.

MEMBER DISTRICT OR MEMBER ENTITY – means a signatory to the Joint Powers Agreement forming the South Bay Area Schools Insurance Authority. This meaning shall apply to the term Member District or Member Entity notwithstanding any other definition to the contrary in, or any document incorporated into, this Memorandum.

6. OTHER INSURANCE

The coverage afforded by this Memorandum of Coverage shall be excess over any other valid and collectible insurance or coverage available to the Member District and applicable to any part of the ultimate net loss, whether such other insurance or coverage is stated to be primary, excess, contingent or otherwise, unless such other insurance or coverage specifically applies as excess insurance or coverage over the limits provided in this Memorandum of Coverage.

7. NOTICE OF OCCURRENCE

Upon the happening of any occurrence likely to involve SBASIA under this Memorandum of Coverage, the Member District shall give notice, either written or oral, as soon as practicable to the Claims Adjustor of SBASIA. Such notice shall contain particulars sufficient to identify the Member District and fullest information obtainable at the time. If legal proceedings are begun, the Member District shall forward to the SBASIA Claims Adjustor each paper therein, or a copy thereof, received by the Member District or the Member District's representative, together with copies of reports or investigations with respect to such claim proceedings.

8. DEFENSE

SBASIA shall assume charge of the investigation, settlement or defense of any claims made, or suits brought, or proceedings instituted against the Member District, which in the opinion of SBASIA may create liability on the part of SBASIA under the terms of this Memorandum of Coverage.

9. PAYMENT OF LOSS

Upon final determination of **Loss**, SBASIA will promptly pay on behalf of the Member District the amount of **Loss** falling within the terms of this Memorandum of Coverage.

10. SUBROGATION

In the event of any payment under this Memorandum of Coverage, SBASIA will be subrogated to all the Member District's rights of recovery against any person or organization and SBASIA shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the **Loss** to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of the respective recoveries.

11. CANCELLATION

This Memorandum of Coverage may be canceled in accordance with the terms of the JPA Agreement and Bylaws of SBASIA.

To be valid, this Memorandum must be signed by SBASIA's President or Vice President.

President, James Crawford

Date



Agenda Item G.4

**EXCESS PROPERTY AND
BOILER & MACHINERY RENEWAL**

ACTION ITEM

ISSUE: The Board of Directors should review and approve the renewal of the Excess Property and Boiler & Machinery insurance for SBASIA for the period July 1, 2019 to July 1, 2020.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board.

FISCAL IMPACT: \$1,488,427 for the period of July 1, 2019 to July 1, 2020

BACKGROUND: The Excess Property policy, which provides Property coverage and Auto Physical Damage coverage (on premises coverage only), will be expiring on July 1, 2019. APIP (Alliant Property Insurance Program) has quoted the expiring limit of \$500,000,000 excess of \$500,000 deductible on the Excess Property.

On the Boiler & Machinery insurance, APIP has quoted the expiring limit of \$100,000,000 excess of \$10,000 self-insured retention.

Primary coverage in APIP is provided by Lexington Insurance which is rated A (Excellent); Financial Size Category XV (\$2 billion or greater) by A.M. Best as of 6/30/18 and A+ (Strong) by Standard & Poors pulled as of 5/30/19.

ATTACHMENTS: None



Agenda Item G.5

REVIEW AND ADOPTION OF PROPERTY MEMORANDUM OF COVERAGE

ACTION ITEM

ISSUE: The Board of Directors should review the proposed Memorandum of Coverage and adopt the Memorandum for the coverage period of July 1, 2019 to July 1, 2020.

RECOMMENDATION: The Program Administrator recommends adoption of the Memorandum of Coverage.

FISCAL IMPACT: The adoption of the Memorandum better defines the coverage for which the cost is unknown until the claims incurred are closed at some time in the future. However, we have an estimate of the costs of property claims covered under this Memorandum from the actuarial study. The amount is \$472,000 at 80% confidence level. This is reflected in the proposed budget.

BACKGROUND: The Memorandum of Coverage clarifies the losses to be covered by SBASIA and establishes certain procedures. The attached property memorandum incorporates the Excess Property insurance policy's terms and conditions provided for the period July 1, 2019 to July 1, 2020. The memorandum also defines the exceptions to those terms and conditions. These exceptions are the limits of liability, sub-limits of liability, deductible and Auto Physical Damage coverage.

A declarations page will be provided to each member describing the term of coverage, the limits provided, etc. These will be distributed to the members, along with the corresponding Memorandum of Coverage, once adopted by the Board.

ATTACHMENTS: Property Declarations Page
Property Memorandum of Coverage

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY

PROPERTY

UNDERLYING MEMORANDUM OF COVERAGE

DECLARATIONS

MEMORANDUM NO. SBASIAPR 001-19

- 1. Member District:** Berryessa Union School District
1376 Piedmont Road
San Jose, CA 95132

- 2. Coverage Period:** July 1, 2019 through June 30, 2020

- 3. Member District Deductible:**
 - a. Property or Auto Physical Damage \$ 10,000 **Each Occurrence**

- 4. Limits of Liability:**
 - a. Property \$ 500,000 **Each Occurrence**
 - b. Auto Physical Damage \$ 500,000 **Each Occurrence**

- 5. Sub-limits of Liability:**
 - a. Claim Preparation Expenses \$ 20,000 **Each Occurrence**

FORMS AND ENDORSEMENTS: **Form PROP-1**
FORMING PART OF THE POLICY
AT INCEPTION

President, James Crawford

Date

It is agreed that these Declarations and the Memorandum of Coverage together with any endorsements that may be added thereto constitutes the entire coverage agreement.

**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
PROPERTY
UNDERLYING MEMORANDUM OF COVERAGE
FORM NO. PROP-1**

1. INSURING AGREEMENT

In consideration of the payment of the required contribution and subject to all the terms of this Memorandum of Coverage, SBASIA agrees to pay the Member District for **Loss** covered by the terms, except limits of liability and deductibles, of the **Alliant Property Insurance Program (APIP) Policy No. 19-20** as that Policy applies to SBASIA, during the Coverage Period as stated on the Declarations.

2. MEMBER DISTRICT DEDUCTIBLE

The Member District Deductible stated under Item 3 of the Declarations page applies to each **Loss** covered by the terms and conditions, except limits of liability and deductibles, incorporated from the **Alliant Property Insurance Program (APIP) Policy No. 19-20**.

3. LIMITS OF LIABILITY

The Limits of Liability stated under Item 4 of the Declarations applies to each **Loss** covered by the terms and conditions, except limits of liability and deductibles, incorporated from the **Alliant Property Insurance Program (APIP) Policy No. 19-20**, except those Sub-Limits of Liability stated under Item 5.

4. COVERAGE PERIOD

The Coverage Period of this Memorandum is as stated under Item 2 of the Declarations.

5. AUTO PHYSICAL DAMAGE

- A. The terms and conditions of the APIP policy are amended to include **Auto Physical Damage Coverage**.
- B. As respects **Auto Physical Damage Coverage**, SBASIA will pay for **Loss** using the valuation, either actual cash value or replacement cost, provided in the **Alliant Property Insurance Program (APIP) Policy No. 19-20**.

- C. As respects **Auto Physical Damage Coverage**, the following are excluded:
- (1) Towing
 - (2) Diminution in Value
 - (3) Wear and tear, freezing, mechanical or electrical breakdown
 - (4) Blowouts, punctures or other road damage to tires
 - (5) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment

6. DEFINITIONS

The conditions of this Memorandum of Coverage shall be applied as if the definition of words listed below had been included with the word or words each time they appear in this Memorandum of Coverage.

LOSS – means direct physical loss or damage to covered property and loss resulting from interruption of business, services or rental value caused by direct physical loss or damage to covered property as defined in the **Alliant Property Insurance Program (APIP) Policy**. As respects **Auto Physical Damage Coverage**, **Loss** means direct and accidental physical loss or damage to an **auto**.

AUTO – means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment or any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

AUTO PHYSICAL DAMAGE COVERAGE – covers **Loss** of an owned or hired **auto** under **Collision** and **Comprehensive Coverage**.

COLLISION COVERAGE – covers **Loss** caused by an **auto's** collision with another object or **auto's** overturn.

COMPREHENSIVE COVERAGE – covers **Loss** from any cause except **Collision**.

MEMBER DISTRICT OR MEMBER ENTITY – means a signatory to the Joint Powers Agreement forming the South Bay Area Schools Insurance Authority. This meaning shall apply to the term Member District or Member Entity notwithstanding any other definition to the contrary in, or any document incorporated into, this Memorandum.

7. OTHER INSURANCE

The coverage afforded by this Memorandum of Coverage shall be excess over any other valid and collectible insurance or coverage available to the Member District and applicable to any part of the loss, whether such other insurance or coverage is stated to be primary, excess, contingent

or otherwise, unless such other insurance or coverage specifically applies as excess insurance or coverage over the limits provided in this Memorandum of Coverage.

8. NOTICE OF LOSS

Upon the happening of any **Loss** likely to involve SBASIA under this Memorandum of Coverage, the Member District shall give notice, either written or oral, as soon as practicable to the Claims Adjustor of SBASIA. Such notice shall contain particulars sufficient to identify the Member District and fullest information obtainable at the time.

9. PAYMENT OF LOSS

Upon final determination of **Loss**, SBASIA will promptly pay the Member District the amount of **Loss** falling within the terms of this Memorandum of Coverage.

10. SUBROGATION

In the event of any payment under this Memorandum of Coverage, SBASIA will be subrogated to all the Member District's rights of recovery against any person or organization and SBASIA shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the **Loss** to the extent of the actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of the respective recoveries.

11. CANCELLATION

This Memorandum of Coverage may be canceled in accordance with the terms of the JPA Agreement and Bylaws of SBASIA.

To be valid, this Memorandum must be signed by SBASIA's President or Vice President.

President, James Crawford

Date



Agenda Item G.6

CRIME POLICY RENEWAL

ACTION ITEM

ISSUE: The Board of Directors should review and approve the renewal of the Crime insurance for SBASIA for the period July 1, 2019 to July 1, 2020.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board.

FISCAL IMPACT: \$32,750 for the period of July 1, 2019 to July 1, 2020

BACKGROUND: The Crime policy will be expiring on July 1, 2019. The Alliant Crime Insurance Program (ACIP) with National Union Fire Insurance Company of Pittsburgh, PA as the insurance carrier has quoted the expiring limit of \$3,000,000 per occurrence and \$5,000 deductible.

The Crime policy provides coverage for Employee Theft-Per Loss, Forgery or Alteration, Inside the Premises-Theft of Money & Securities, Inside the Premises-Robbery or Safe Burglary of Other Property, Outside the Premises, Computer Fraud, Funds Transfer Fraud and Money Orders & Counterfeit Money

National Union Fire Insurance Company of Pittsburgh, PA is rated A (Excellent); Financial Size Category XV (\$2 billion or greater) by A.M. Best as of 6/20/18 and A+ (Strong) by Standard & Poors pulled as of 5/31/19.

ATTACHMENTS: None



Agenda Item G.7

DEADLY WEAPON RESPONSE POLICY RENEWAL

ACTION ITEM

ISSUE: The Board of Directors should review and approve the renewal of the Deadly Weapon Response insurance for SBASIA for the period July 1, 2019 to July 1, 2020.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board.

FISCAL IMPACT: \$15,203.42 for the period of July 1, 2019 to July 1, 2020

BACKGROUND: The Deadly Weapon Response policy will be expiring on July 1, 2019. The insurance carrier, Beazley, a Lloyds of London syndicate, has quoted the expiring limit of \$500,000 per claim, \$2,500,000 aggregate and \$10,000 deductible. This is a claims made and reported policy with a retroactive date of 7/1/18.

The Deadly Weapon Response policy provides sublimits of \$250,000 each for Crisis Management Services, Counseling Services, Funeral Expenses, First Party Property Damage, Business Interruption and Demo/Clearance/Memorialization. These sublimits are part of the overall limit and not in addition to the overall limit.

Beazley, a Lloyds of London syndicate, is rated A (Excellent); Financial Size Category XV (\$2 billion or greater) by A.M. Best as of 8/23/18 and A+ (Strong) by Standard & Poors pulled as of 5/31/19.

ATTACHMENTS: None



Agenda Item G.8

ACCOUNTING CONTRACT

ACTION ITEM

ISSUE: The Board of Directors should review and, if appropriate, approve the three year accounting contract with Gilbert Associates, Inc.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board of Directors.

FISCAL IMPACT: \$32,000 for period of July 1, 2019 to June 30, 2020
\$33,000 for period of July 1, 2020 to June 30, 2021
\$34,000 for period of July 1, 2021 to June 30, 2022

BACKGROUND: Gilbert Associates, Inc. is the current SBASIA accountant. Their contract expires on June 30, 2019.

ATTACHMENTS: Accounting Contract for July 1, 2019 – June 30, 2022

**ACCOUNTING SERVICES AGREEMENT BETWEEN
SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
AND GILBERT ASSOCIATES, INC.**

This Agreement is made this 1st day of July 2019, by and between the South Bay Area Schools Insurance Authority ("SBASIA") and Gilbert Associates, Inc. ("Accountant") concerning services.

WHEREAS, SBASIA desires to retain the services of Accountant to provide accounting services and Accountant desires to perform such services on the terms and conditions set forth below,

NOW, THEREFORE, the parties agree as follows:

A. *Description of Work* - Accountant agrees to perform the following services:

	Monthly	Quarterly	Annually
Bookkeeping Services			
Prepare & distribute annual contribution invoices			X
Prepare & distribute deductible reimbursement invoices	X (or as otherwise directed)		
Maintain detailed record of all income, expenditures, deposits & withdrawals	X		
Verify payment demands & print checks as necessary	X (or as otherwise directed)		
Respond to requests for confirmation made by member agencies' financial auditors			X
Reconcile bank statements	X		
Reconcile payments to loss runs	X		
Administer accounts payable & receivable	X		
Maintain financial records in accordance with Generally Accepted Accounting Principles	X		
Prepare & submit to SBASIA Treasurer for approval a Treasurer's report detailing all funds on hand, classified by depository		X	
Data Entry into QuickBooks	X		
Preparation of dividend checks to members, if applicable			X
Prepare and timely file 1099 forms with IRS for all necessary contractors			X
Financial Statements			
Compiled Financial Statements			
Assistance with Management's Discussion & Analysis			X
Statement of Net Assets		X	
Statement of Revenues, Expenses & Changes in Net Assets		X	
Statement of Cash Flows	X		
Footnotes for Audit Report			X
Supplementary information			X
Prepare Supporting Schedules for Auditor			X
Prepare & file State Controller's Report of Financial Transactions			X

- B. *Compensation* - In exchange for the services rendered hereunder, Accountant shall be compensated in the amount of \$32,000 for period of July 1, 2019 - June 30, 2020; \$33,000 for period of July 1, 2020 – June 30, 2021 and \$34,000 for period of July 1, 2021 – June 30, 2022. The fee estimate is based on anticipated cooperation from SBASIA’s representatives and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, Accountant will discuss it with SBASIA representatives and arrive at a new fee estimate before Accountant incurs additional costs. Accountant invoices are payable upon presentation.
- C. *Term* – The term of this agreement shall commence on July 1, 2019 and terminate on June 30, 2022.
- D. *Compliance with Laws* - Accountant agrees that the work will be conducted and the services will be performed in compliance with all laws and regulations, with the policies, procedures and directives of SBASIA, particularly those related to fiscal and management matters, and with generally accepted accounting principles applicable to governmental entities.
- E. *Termination* - This Agreement may be terminated at any time by either party upon ninety days advance written notice to the other party. Upon termination by either party, Accountant shall be compensated for all work performed through the date of termination.
- F. *Disclosures of Conflicts* – Accountant shall be responsible for disclosing financial interests that may be a conflict. Disclosure may be satisfied through completion of the related Fair Political Practices Commission form on an annual basis.
- G. *Insurance* – Accountant shall maintain Commercial General Liability on an occurrence basis with limits no less than \$1,000,000 per occurrence and general aggregate limit no less than \$2,000,000; Auto Liability with limit no less than \$1,000,000 per accident; Workers’ Compensation with Statutory limits and Employer’s Liability with limits of no less than \$1,000,000 per accident for bodily injury or disease; Professional Liability insurance with limit no less than \$1,000,000 per occurrence or claim and aggregate no less than \$2,000,000 and Crime coverage with limit of no less than \$500,000.
- H. *Indemnification* – Accountant agrees to indemnify, defend and hold harmless SBASIA, its officers, directors and member agencies from any liability arising from Accountant’s negligence or willful misconduct or omissions in the performance of this agreement. SBASIA, its officers, directors and member agencies agree to indemnify, defend and hold harmless Accountant from any liability arising from the negligence, willful misconduct or omissions of SBASIA, its officers, directors and member agencies.

- I. *Independent Contractor* – It is expressly agreed by the parties that Accountant’s relationship to SBASIA is that of an independent contractor. As such, SBASIA will not be providing any Workers’ Compensation coverage or benefits to Accountant.
- J. *Other Obligations of Parties* – SBASIA is responsible for making management decisions and performing management functions and for designating an individual with suitable skill, knowledge or experience to oversee any bookkeeping services or other services the Accountant provides. SBASIA is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. SBASIA is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

None of the accounting services rendered can be relied on to disclose errors, fraud or illegal acts that may exist. However, Accountant will inform SBASIA of any material errors and of any evidence or information that comes to Accountant’s attention during the performance of Accountant’s compilation procedures that fraud may have occurred. In addition, Accountant will report to SBASIA any evidence or information that comes to Accountant’s attention during the performance of Accountant’s compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. Accountant has no responsibility to identify and communicate the deficiencies in SBASIA’s internal control as part of this engagement.

Accountant will compile the financial statements on a quarterly basis in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to present, in the form of financial statements, information that is the representation of management without undertaking to express any assurance on the financial statements.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity’s internal control; assessing fraud risk; tests of accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Therefore, a compilation does not provide a basis for expressing any level of assurance on the financial statements being compiled.

- K. *Entire Agreement* - This writing constitutes the entire agreement between the parties relative to the services specified herein, and no modifications shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- L. *Successors and Assignment* - Accountant agrees that it will not assign, transfer, convey, or otherwise dispose of this Agreement or any part thereof, or its rights, title, or interest therein, without the prior written consent of SBASIA.
- M. *Waiver* - The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either of the same or a different provision of this Agreement.
- N. *Severability* - Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect; provided that the remainder of this contract can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- O. *Headings* - The descriptive headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
- P. *Title to Documents* - All original calculations, files, records, studies and other material or documents developed or used in connection with the performance of this Agreement shall be the property of SBASIA.

If working papers or product include computer generated material, Accountant shall provide the material including the database upon which it is based to SBASIA in a mutually agreed upon computer machine-readable format and media.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first above written.

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY

BY _____

DATE _____

TITLE _____

GILBERT ASSOCIATES, INC.

BY _____

DATE _____

TITLE _____



Agenda Item G.9

ADMINISTRATION CONTRACT

ACTION ITEM

ISSUE: The Board of Directors should review and, if appropriate, approve the three year administration contract with Alliant Insurance Services, Inc.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board of Directors.

FISCAL IMPACT: \$160,000 annually for period of July 1, 2019 - June 30, 2022 with an option to extend the contract for two more years at annual fee of \$164,800.

BACKGROUND: Alliant Insurance Services is the current SBASIA general administrator. Their contract expires on June 30, 2019.

ATTACHMENTS: Alliant Insurance Services Administration Contract for
July 1, 2019 – June 30, 2022

**BROKERAGE, RISK MANAGEMENT AND
PROGRAM ADMINISTRATION CONTRACT**

This Agreement, made and entered into effective July 1, 2019, between South Bay Area Schools Insurance Authority, a Joint Powers Authority, hereinafter referred to as SBASIA, and Alliant Insurance Services, Inc. hereinafter referred to as “Program Administrator.”

WITNESSETH

WHEREAS, this Agreement supersedes all previous agreements between SBASIA, prior Brokers, Administrators, and the Program Administrator, and

WHEREAS, SBASIA requires insurance brokerage, risk management and Joint Powers Authority (JPA) program administration services, and

WHEREAS, the Program Administrator specializes in public entity risk management and program administration services, and

WHEREAS, SBASIA desires to engage the Program Administrator to administer SBASIA’s programs.

NOW THEREFORE, the parties hereto, for and in consideration of the promises and covenants hereinafter contained to be kept and performed do agree as follows:

- A. PROGRAM ADMINISTRATION SERVICES: Program Administrator agrees to provide the following services to the satisfaction of the Board of Directors of SBASIA:
1. Act as “key contact” for all SBASIA Members. Act upon request as a liaison for communications among or between all parties involved in the Programs including SBASIA, its participating Members, insurance carriers and others;
 2. Provide to the Members ongoing review of coverages provided by SBASIA programs, insurance carriers or other joint powers authorities;
 3. Meet with Members as requested and necessary;
 4. Issue, modify as directed, and maintain memorandum of coverage forms and policy forms;
 5. Develop, issue and maintain certificates of coverage/insurance on behalf of SBASIA. Deliver binders and other evidences of insurance within ten (10) calendar days after the placement of any insurance under the Programs to be effective until such time as the policy or policies for the placement are received by SBASIA from the insurance carriers and coverage providers. Such binders shall be signed by an authorized agent or employee of the insurance carrier. The Program Administrator shall use best efforts to secure a correct policy or policies within ninety (90) days of placement of any insurance under the Programs. The Program Administrator shall not be responsible for the failure of Members of

- SBASIA to make premium payments. Negotiate broad coverages, utilizing special forms and endorsements where required. Provide SBASIA with renewal premium information at least sixty (60) days prior to expiration (given that the insurers have provided that information to the Program Administrator);
6. Provide ongoing information on the status of the insurance industry and other public entity risk management providers;
 7. Provide advice on appropriate risk retention versus risk transfer. Advise SBASIA regarding current property appraisals and inventory;
 8. Prepare and distribute Executive Committee and Board of Directors agendas, arrange for meetings facilities and other general administration functions;
 9. Attend Board of Director and Committee meetings;
 10. Record and distribute minutes of Board or Committee meetings to Members of the Board or Committee;
 11. Maintain the SBASIA Website;
 12. Act as a central “clearing house” for dissemination of information. Answer the Members’ questions and explain the various clauses in policy contracts. Counsel SBASIA regarding its contractual relationships and legislation, ordinances, or filing affecting its interests as they relate to risk and insurance matters;
 13. Request, when appropriate, and maintain copies of, Conflict of Interest Form No. 700 from the Directors and Alternates of SBASIA and any other consultants required to file such forms;
 14. Assist Members in use of insurance requirements in contracts. Assist districts in developing and implementing appropriate risk management programs for identified exposures;
 15. Coordinate claims administration with SBASIA and third party administrators. Assist SBASIA and, where applicable, SBASIA’s third party administrator in settlement issues with excess pools or insurance carriers. However, it is understood and agreed that the Program Administrator is not providing claims management services under this Agreement;
 16. Assist, as may be required, with annual financial audits conducted by SBASIA’s auditors;
 17. Monitor loss runs of SBASIA programs and advise SBASIA of apparent trends;
 18. Provide assistance in arranging an independent actuarial study as directed by SBASIA. The actuarial study will assist in providing loss and funding estimates.

19. Coordinate matters of safety/loss control and in the development of loss prevention materials. Identify, review and comment on loss-control activities. At Members' expense, provide Loss Control spot checks and inspections for Member Districts;
20. Assist in development of new programs, but limited to Program Administrator's expertise and resources;
21. Perform underwriting evaluations and recommendations on Districts/Agencies applying for membership to SBASIA. Assist in solicitation of new Member Districts/Agencies;
22. Maintain a suitable back-up and recovery system for data and implement processes for the protection of electronic data including a written policy with respect to:
 - a. Disaster recovery
 - b. Physical and electronic data security
 - c. Electronic data retention

B. DESIGNATION OF BROKER AND BROKERAGE SERVICES: SBASIA hereby engages and designates Program Administrator to act as SBASIA's insurance broker and fiduciary and perform all customary duties of an insurance broker for SBASIA's Programs including without limitation:

1. Develop marketing specifications based upon an evaluation of SBASIA's loss exposures and which address such exposures;
2. Evaluate quotations as to the adequacy of coverages, appropriate retention levels and restrictions in coverage, the existence of warranties, concurrency of coverage, and suitability of forms;
3. Evaluate the financial status and service capabilities of insurers making quotations of coverage under the Programs, based upon available data. SBASIA recognizes and agrees that Program Administrator is not responsible for any change in the financial condition of any insurance carrier or Joint Powers Authority after an insurance placement is made;

C. COMPENSATION:

SBASIA shall pay annual compensation to Program Administrator for services rendered under Sections A and B of this Agreement. Except as otherwise expressly provided in this Section C, the compensation payable during this Agreement shall be in accordance with the provisions of Addendum A to this Agreement.

If at any time during this Agreement, a new member joins SBASIA, Program Administrator's compensation shall be adjusted at a rate to be determined based on the Average Daily Attendance (ADA) of the new member and the effective date the member joins SBASIA.

If at any time during this Agreement, new programs are developed and implemented or new services provided, Program Administrator's compensation shall be adjusted as negotiated between the parties.

With respect to insurance and other coverage placed by the Program Administrator acting as SBASIA's insurance broker under Section B above, and as a part of Program Administrator's compensation under this Agreement, Program Administrator shall, to the extent it is legally entitled to do so, endeavor to collect commissions and placing fees from insurers and other coverage providers with whom Program Administrator places SBASIA's insurance and/or other forms of coverage.

For the purposes of this Agreement, the term "commissions and placing fees" refers to monetary consideration paid to Program Administrator by an insurer or coverage provider with respect to a specific placement of insurance and/or other forms of coverage with the insurer/coverage provider. The term does not include:

1. Payments made to Program Administrator or its affiliates with respect to the indirect consequences of the placement of insurance and/or other coverage on behalf of SBASIA such as, for example, contingent payments or allowances based on the overall levels of premiums for insurance/other coverage placed by Program Administrator with an insurer/coverage provider.

D. TAXES AND FEES, INDIRECT INCOME AND USE OF INTERMEDIARIES:
Surplus Lines Fees and Taxes: In certain cases, placements made by the Program Administrator on behalf of SBASIA may require the payment of surplus lines assessments, taxes and/or fees to state regulators, boards or associations. Such assessments, taxes and/or fees will be charges to SBASIA and identified separately on invoices covering these placements. The Program Administrator shall not be responsible for the payment of any such fees, taxes or assessments except to the extent such taxes or fees have been collected by the Program Administrator from SBASIA.

During the time of this Agreement, Program Administrator will annually disclose all Compensation received by Program Administrator in connection with any insurance placements on behalf of SBASIA under the Program Administrator's Transparency and Disclosure policy:

“Transparency and Disclosure – Alliant will conduct business in conformance with all applicable insurance regulations and in advancement of the best interests of our brokerage clients. We adhere to an established conflict of interest code that rejects any form of broker incentives that would result in business being placed with carriers in conflict with our clients’ interests. We operate with full transparency and disclosure and regard all aspects of our broker services and compensation arrangements to be appropriate topics for discussion. Clients are encouraged to contact us with any questions regarding our policies and practices.”

In addition to the Compensation that Program Administrator receives, its related entity, Alliant Underwriting Services (“AUS”) may receive compensation from Program Administrator and/or a carrier for providing underwriting services. The financial impact of the compensation received by AUS is a cost included in the premium. Additionally, the related entities of Alliant Business Services and/or Strategic HR may receive compensation from Program Administrator and/or a carrier for providing designated, value-added services. Services contracted for by SBASIA directly will be invoiced accordingly. Otherwise, services will be provided at the expense of Program Administrator and/or the carrier.

- E. **TERM:** The term of this Agreement shall commence on July 1, 2019 and terminate on June 30, 2022. SBASIA shall have an option to extend this Agreement for up to two additional annual periods, exercisable by SBASIA by notifying Program Administrator of such request for an extension 60 days prior to the anniversary date. This Agreement shall then have an anniversary date each July 1st, for the purpose of renewing compensation, services and extensions.
- F. **OBLIGATIONS OF SBASIA:** The Board of Directors of SBASIA are responsible for directing the operations of SBASIA to assure proper management and financial solvency, including the establishment of underwriting and rating guidelines. SBASIA is responsible for its compliance with all-applicable statutes and regulations. SBASIA should consult its own professionals regarding legal, financial auditing, tax and investment matters that may arise in the formation and operation of SBASIA. SBASIA will reasonably cooperate with the Program Administrator in the performance of the Program Administrator’s brokerage, risk management and program administration duties by providing the Program Administrator, where available, reasonably complete and accurate information as to SBASIA’s loss experience risk exposures and any other pertinent information that the Program Administrator requests. SBASIA shall promptly review coverage documents concerning the Programs delivered by the Program Administrator for consistency with SBASIA’s specifications. SBASIA shall designate one or more officers or committees of SBASIA or an outside consultant to receive and provide significant intervening substantive review, and independently evaluate any and all recommendations or proposals made to SBASIA by the Program Administrator which are significant, substantive in nature and under which any benefit shall accrue to the

Program Administrator or the Program Administrator's affiliates. Such committees and/or outside consultants shall then provide their own recommendations concerning such matters to the Board of Directors of SBASIA, having ultimate decision making authority on such matters.

Notwithstanding any other provision herein, SBASIA shall be entitled to rely upon any information or representations made by the Program Administrator in the performance of any of its obligations.

- G. NON-ASSIGNABILITY: Both parties hereto recognize that this Agreement is one for personal services and cannot be assigned in whole or in part by either party without the prior written consent of the other party. Prior to a change in Account Officers, assigned to provide service to SBASIA in program administration, the Program Administrator shall endeavor to provide 45 days written notice. SBASIA shall retain the right to reject the assignment of new account officers.
- H. NOTICES: All notices hereunder shall be given in writing and mailed, postage prepaid, be certified mail, addressed as follows:

TO SBASIA:

The Then Current President of SBASIA
at the address on file with SBASIA

TO PROGRAM ADMINISTRATOR:

Mr. Matthew Gowan
Senior Vice President
Alliant Insurance Services, Inc.
2180 Harvard St, Suite 460
Sacramento, CA 95815

- I. ENTIRE AGREEMENT; MODIFICATION; INTERPRETATION: This Agreement sets forth the full and final understanding of the parties as respects the matters described herein, and supersedes any and all prior Agreements and understandings between them, whether written or oral with respect to the subject matter hereof. This Agreement may be amended but then only in a written addendum to this Agreement executed by the parties. This Agreement shall be governed by the law of the State of California. If any term of this Agreement is rendered invalid or unenforceable by judicial, legislative or administrative action, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Nothing in this Agreement is intended or shall be construed to confer upon or to give any person, firm or corporation other than the parties hereto their parents, subsidiaries, successors and assigns, any rights or remedies by reason of this Agreement.

- J. TERMINATION OF CONTRACT: SBASIA or the Program Administrator can terminate this Agreement at any time by giving the other party 90 days written notice. Should this Agreement be terminated pursuant to this Section prior to the end of this Agreement's term, the Program Administrator shall be entitled to retain as earned compensation for its program services, a prorated portion of the fees paid pursuant to Section C by SBASIA. Fees and commissions charged by the Program Administrator for all other compensation shall be considered fully earned upon termination of the Agreement.

In the event of termination, Program Administrator shall promptly deliver to SBASIA all products, files, records, computations, quotations, studies, minutes, and other data and records, prepared or obtained in connection with this Agreement, which is the permanent property of SBASIA.

K. INDEMNIFICATION AND INSURANCE:

1. Program Administrator agrees to indemnify, hold harmless, reimburse and defend SBASIA, its officers, directors, employees and volunteers at all times against any claim, costs, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature incurred by or imposed upon SBASIA, and based upon any error or omission of Program Administrator, its agents or employees, with respect to the services provided by Program Administrator under this Agreement, provided that Program Administrator shall not be required to indemnify, hold harmless, reimburse and defend to the extent that the error or omission arises from Alliant Insurance Services' reliance on information provided by SBASIA or from Alliant Insurance Services' following instructions from SBASIA. In the event that SBASIA tenders its defense in any such claim, etc., to Program Administrator, and Program Administrator accepts such tender, the defense of SBASIA shall be conducted by counsel selected and paid by Program Administrator.
2. Program Administrator shall maintain Professional Liability insurance coverage sufficient to fulfill its obligations.
3. Program Administrator shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of the work by the Program Administrators.
4. The Program Administrator shall maintain limits no less than:
 - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit.
 - b. Workers' Compensation as required by the State of California.
 - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

d. Errors and Omissions Liability: \$1,000,000 per occurrence or claim.

Any deductible or self-insured retention must be declared to and approved by SBASIA.

IN WITNESS WHEREOF, SBASIA has caused this contract to be executed by its President, and Program Administrator has caused the same to be executed by its duly authorized officer, all as of the day and year first above written.

SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY,
A JOINT POWERS AUTHORITY

By: _____

Title: _____

Date: _____

ALLIANT INSURANCE SERVICES, INC.

By: _____

Title: _____

Date: _____

ADDENDUM A - COMPENSATION FOR SERVICES

**COMPENSATION FOR SERVICES UNDER SECTION A AND B OF THE RISK
MANAGEMENT AND PROGRAM ADMINISTRATION CONTRACT**

Pursuant to Section C of this Agreement, effective July 1, 2019 through June 30, 2022, as annual compensation to the Program Administrator for the services rendered hereunder, the Program Administrator may collect the compensation set forth below.

The Program Administrator shall be paid a fee of \$160,000 annually.

Program Administrator compensation will be adjusted proportionally for any additions in membership or additional services.

If this Agreement is extended (see Section E. Term), the annual fee will be as follows:

2022-2023	\$164,800
2023-2024	\$164,800

IN WITNESS WHEREOF, SBASIA has caused this contract to be executed by its President, and Program Administrator has caused the same to be executed by its duly authorized officer, all as of the day and year first above written.

**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY,
A JOINT POWERS AUTHORITY**

By: _____

Title: _____

Date: _____

ALLIANT INSURANCE SERVICES, INC.

By: _____

Title: _____

Date: _____



Agenda Item G.5

REVENUE AND EXPENSE BUDGET FOR JULY 1, 2019-2020

ACTION ITEM

ISSUE: The Board of Directors should adopt a Budget as well as review and approve the member contributions based on the allocation of anticipated expenses for the fiscal year July 1, 2019-June 30, 2020.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board of Directors.

FISCAL IMPACT: To be determined. The final effect on SBASIA's financial condition is unknown due primarily to the unforeseen actual costs of claims assumed during the 19-20 fiscal year. However, funding of these claims at 80% confidence level is conservative and in accord with general joint powers authority sound funding practices. Using the 80% confidence level, the anticipated loss funding is \$1,484,000. Last year the anticipated loss funding was \$1,174,000 with 70% confidence level.

The administrative expenses are projected to be \$498,924.

BACKGROUND: Government Code Section 6508 requires the governing board of a joint powers authority to adopt an annual budget prior to the inception of the fiscal year.

ATTACHMENTS: None



Agenda Item H.1

SBASIA ELECTION OF OFFICERS AND EXECUTIVE COMMITTEE

ACTION ITEM

ISSUE: The Board of Directors should review the slate of Officers and Executive Committee Member at Large presented by the Executive Committee and take nominations from the floor. The Board should elect officers and the Executive Committee Member at Large.

RECOMMENDATION: The Executive Committee presents the following slate of officers for consideration by the Board:

President: Mr. James Crawford, Campbell Union School District
Vice President: Mr. Eric Dill, Santa Clara Unified School District
Treasurer: Mr. Mike Mathiesen, Mountain View-Los Altos Union High School District
Secretary: Ms. Megan Reilly, Santa Clara County Office of Education
Member at Large: Ms. Wendy Zhang, Milpitas Unified School District

FISCAL IMPACT: None

BACKGROUND:

Under the Bylaws – Article III - Officers reads as follows:

- A. The officers of the Authority shall be elected at a regular meeting of the Board of Directors immediately preceding July 1st of each year. The Executive Committee may offer a slate of officers for the Board to adopt, but only after accepting and considering the nominations from the floor for each office.

Under the Bylaws – Article IV – Executive Committee reads as follows:

- A. An Executive Committee shall consist of the President, Vice President, Treasurer/Fiscal Agent, Secretary, and one Member at Large elected by and from the Board of Directors at the time of the election of officers.

ATTACHMENTS: None



Agenda Item H.2

INVESTMENT AUTHORITY

ACTION ITEM

ISSUE: The Board of Directors should renew the delegation of the authority to invest or reinvest funds of SBASIA to the Treasurer for the period July 1, 2019 to June 30, 2020.

RECOMMENDATION: The Executive Committee will make a recommendation to the Board regarding the delegation of authority to invest funds to the Treasurer.

FISCAL IMPACT: None.

BACKGROUND: Government Code 53607 provides for the delegation of the authority of the legislative body of a local agency to invest funds to the Treasurer. Such delegation cannot exist beyond one year so the Board will need to authorize the newly elected/appointed treasurer to invest the funds of SBASIA.

ATTACHMENTS: None



Agenda Item H.3

REVIEW OF INVESTMENT POLICY

ACTION ITEM

ISSUE: The Board of Directors should review the Investment Policy and make any changes, if necessary.

RECOMMENDATION: The Program Administrator recommends the Investment Policy as presented.

FISCAL IMPACT: None.

BACKGROUND: The JPA adopted an investment policy in 2003. Government Code 53646 requires annual review of the investment policy by the governing body of a local agency. There are no recommended changes to the Investment Policy.

ATTACHMENTS: Investment Policy

**SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
(SBASIA)**

INVESTMENT POLICY

Adopted March 27, 2003

I. POLICY STATEMENT

The Policy of the South Bay Area Schools Insurance Authority (the "Authority") shall be to invest all funds under the Authority's control in a manner that complies with all laws of the State of California; all applicable Government Code Sections including but not limited to Government Code Section 53601, and the policies of the Authority.

II. SCOPE OF POLICY

This policy sets forth guidance for all funds and investment activities under the direction and control of the Authority.

III. AUTHORITY

The Authority's Treasurer is responsible for the investment activities for those funds under his/her control. The Authority may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow the policy and such other written instructions as are provided.

IV. OBJECTIVES

- A. Safety: The primary objective of this policy is to protect, preserve and maintain cash and investments of the Authority. Preservation of capital is the primary objective of the Authority. Every investment transaction shall strive to avoid capital losses arising from securities default and/or broker/dealer default.
- B. Liquidity: An adequate percentage of the portfolio will be maintained in liquid short-term securities which can be converted to cash as necessary to meet disbursement requirements. The liquidity requirements will be determined from time to time from projected cash flow reports. Investments will be made in securities with active secondary or resale markets. Securities with low market risk will be emphasized.
- C. Yield: Within the constraints of safety and liquidity, the highest and best yield will be sought. The maximization of return will not transcend the objective of capital preservation.
- D. Market-Average Rate of Return: The Authority's portfolio shall be structured to achieve a market-average rate of return through various economic cycles. The benchmark for "market-average rate" shall be the rate of return on the three-month Treasury Bill.
- E. Diversification: The portfolio will be diversified to avoid incurring unreasonable and avoidable risk regarding specific security types or individual financial institutions.
- F. Prudence: Those persons authorized to make investment decisions on behalf of the Authority will be considered trustees and subject to the prudent investor standard that states, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency." (California Government Code 53600.3)
- G. Public Trust: All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio, it must be recognized that occasional measured losses are inevitable and must be considered within the context of the overall investment return.

V. REPORTING

The Authority's Treasurer shall submit a quarterly investment report to the Board of Directors that is in compliance with the Government Code.

VI. INVESTMENT INSTRUMENTS AND MATURITIES

A. Included Investments:

Type	Minimum Credit Rating	Maximum Maturity**	Maximum Portfolio Percentage *	Maximum Individual Holding*
1. U.S. Treasury		5 years	100%	100%
2. Government Agency		5 years	100%	100%
3. California Municipals	AAA	5 years	20%	20%
4. Negotiable Certificates of Deposit	A-1 or P-1/AA	3 years	30%	\$1,000,000
5. Bankers Acceptances	A-1 or P-1	180 days	30%	\$1,000,000
6. Commercial Paper	A-1, P-1, or F-1	270 days	25%	\$1,000,000
7. Local Agency Investment Fund (LAIF)			100%	100%***
8. Santa Clara County Investment Pool			100%	100%
9. Repurchase Agreements		1 year	100%	\$1,000,000
10. Medium Term Notes	AA	5 year	30%	\$1,000,000

* Excluding U.S. Government, agency securities, LAIF and the County Investment Pool no more than 10% of the portfolio may be invested in any one institution. The maximum percentages/amounts are determined at time of purchase. Amount refers to par value.

**Maximum term unless expressly authorized by the Board of Directors and within the prescribed time frame for the approval (Government Code 53601)

*** Subject to a deposit limit imposed by LAIF of \$40,000,000.

B. Excluded Investments: The following investments or investment practices are not permitted under this Statement of Investment Policy:

1. Purchase or sale of securities on margin
2. Reverse Repurchase Agreements
3. Financial Futures and financial options
4. Guaranteed Small Business Administration (SBA) Notes
5. Government National Mortgage Association (GNMA) Notes
6. Mutual Funds

C. The following sections define in detail the parameters of each approved investment type.

1. U.S. Treasury and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest.

There are no limits on the dollar amount or percentage that the Agency may invest in U.S. Treasuries.

2. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

There are no limits on the dollar amount or percentage that the Authority may invest in U.S. Agency obligations.

3. Obligations issued by the State of California or any local agency within the state which are rated "AAA" by Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Corporation (Standard & Poor's). Purchases of California Municipals may not exceed 5 years in maturity or 20% of the Agency's portfolio.

4. Negotiable certificates of deposit or deposit notes with a remaining term to maturity of two years or less, issued by a nationally or state-chartered bank or a state or federal savings and loan association or by a state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated "AA" or better by Moody's or Standard & Poor's. Maximum maturity is restricted to three years from date of purchase.

Purchases or negotiable certificates of deposit may not exceed three years in maturity or 30 percent of the Agency's investment portfolio. No more than \$1 million may be invested in any one issuer.

5. Banker's Acceptances issued by domestic or foreign banks, which are eligible for purchase by the Federal Reserve System, the short-term paper of which is rated in the highest category by Moody's (P-1) or by Standard & Poor's (A-1).

Purchases of Banker's Acceptances may not exceed 180 days maturity or 30 percent of the Authority's investment portfolio. No more than \$1 million or 40 percent of the Authority's investment portfolio may be invested in the Banker's Acceptances of any one commercial bank.

6. Commercial Paper rated in the highest short-term rating category, as provided by Moody's Investors Services, Inc. (P-1), Standard & Poor's (A-1), or Fitch Financial Services (F-1). The issuing corporation must be organized and operating within the United States, having total assets in excess of \$500 million, and having an "A" or higher rating for its long-term debt, if any, as provided by Moody's, Standard & Poor's, or Fitch.

Purchases of eligible commercial paper may not exceed 270 days maturity and may not exceed 25 percent of the Authority's investment portfolio. No more than \$1 million may be invested in any one issuer. Purchases shall not exceed 10% of the outstanding paper of the issuing corporation.

7. Repurchase Agreements are subject to the following collateral restrictions: Only U.S. Treasury securities or Federal Agency securities, as described in VI. C. 1 and 2 will be acceptable collateral. All securities underlying repurchase agreements must be delivered to the Authority's custodian bank versus payment or be handled under a tri-party repurchase agreement. The Authority or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to repurchase agreement. The market value of securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities, and the value shall be reviewed on a regular basis and adjusted no less than weekly. Market value of underlying collateral must be reviewed regularly or each time there is a substitution of collateral.

The Authority may enter into repurchase agreements only with primary dealers in U.S. Government securities who are eligible to transact business with, and who report to, the Federal Reserve Bank of New York. The Authority will have specific written agreements with each firm with which it enters into repurchase agreements. Reverse repurchase agreements¹⁷ are not allowed.

Purchases or repurchase agreements may not exceed one year in maturity and no more than \$1 million may be invested in any one issuer.

8. Medium-term corporate notes defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued only by corporations operating within the United States or by depository institutions licensed by the U.S. or any state and operating within the U.S. shall be permitted. Medium-term corporate notes shall be rated in a rating category of "AA-" or its equivalent or better by a nationally recognized rating service.

Purchases or medium term corporate notes may not exceed five years in maturity or 30 percent of the Agency's investment portfolio. No more than \$1 million may be invested in any one issuer.

9. Local Agency Investment Fund (*L.A.I.F.*) - There are no limits on the dollar amount or percentage that the Agency may invest in LAIF.
10. Santa Clara County Investment Pool – There is no limit on the dollar amount or percentage that the Agency may invest in the County Pool.

Credit criteria listed in this section refers to the credit of the issuing organization at the time the security is purchased.

VII. INTERNAL CONTROLS

The system of internal control shall be established and maintained in written form. The controls are designed to prevent losses of public funds arising from fraud, error, misrepresentations of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the Authority. The most important controls are: control of collusion; separation of duties; separation of transaction authority from accounting and bookkeeping; custodial safekeeping; delegation of authority; limitations regarding securities losses and remedial action; written confirmation of telephone transactions; minimizing the number of authorized investment officials; documentation of transactions and strategies; and annual review of controls by the Treasurer.

VIII. TRANSFER OF FUNDS

The Treasurer shall have authority to transfer to and from the investment accounts in the ordinary course of operations.

IX. BANKS AND SECURITIES DEALERS

In selecting financial institutions for the deposit or investment of Authority funds, the Treasurer shall consider the credit worthiness of institutions. To be eligible to receive local agency deposits, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation. The Treasurer shall continue to monitor their credit characteristics and financial history throughout the period in which Agency funds are deposited or invested. A commercial rating or bank watch may be used to accomplish this objective.

X. INVESTMENT RISKS

- A. **General Policy:** The Authority recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary liquidity. Portfolio diversification is employed as a way to control risk. Investment managers are expected to display prudence in the selection of securities as a way to minimize default risk. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. As needed, the Treasurer shall periodically meet with the Board of Directors to establish guidelines and strategies to control credit risk, market risk, and liquidity.
- B. **Specific Policy:** In addition to these general policy considerations, the following specific policies will be followed:
1. All transactions will be executed on a delivery versus payment basis
 2. A competitive bid process, when practical, will be used to place all investments

XI. SAFEKEEPING AND CUSTODY

Securities purchased from broker/dealers will be held in a third-party custodian/safekeeping account except the collateral for time deposits in banks and savings and loans institutions. Collateral for time deposits of thrifts is held by the Federal Home Loan Bank or an approved Agent of Depository. Collateral for time deposits in banks will be held in the Authority's name in the bank's Trust Department of the Federal Reserve Bank.

XII. REVIEW OF INVESTMENT POLICY

The objectives and the performance of the portfolio will be reviewed annually by the Executive Committee, which will submit to the Board of Directors recommendations for changes, if any, to the Investment Policy.



Agenda Item H.4

**RESOLUTION ESTABLISHING MEETING DATES
FOR FISCAL YEAR 2019-2020**

ACTION ITEM

ISSUE: The Board of Directors should adopt a resolution establishing regular meetings for the 2019-2020 fiscal year as presented in the attachment or as amended.

RECOMMENDATION: The Executive Committee will make a recommendation regarding the adoption of the resolution establishing meeting dates.

FISCAL IMPACT: None.

BACKGROUND: Section 54954(a) of the Government Code states that regular meetings of the governing body of a local agency be established by the bylaws or resolution.

The Bylaws do not establish days or dates for the regular meetings. Although the Bylaws require that the Board hold at least 1 regular meeting a year, it is intended to have more meetings than the minimum to facilitate the business of the JPA.

ATTACHMENTS: Resolution Establishing Meeting Dates for the Fiscal Year 2019 – 2020



RESOLUTION NO.: **R19-01**

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SOUTH BAY AREA SCHOOLS INSURANCE AUTHORITY
ESTABLISHING MEETING DATES
FOR THE FISCAL YEAR THROUGH JUNE 2020**

BE IT RESOLVED THAT:

The following Board of Directors meeting dates are hereby established for the Fiscal Year through June 2020:

December 5, 2019 10:00 A.M.
Campbell Union School District

June 11, 2020 10:00 A.M.
Campbell Union School District

This Resolution of the Board of Directors was adopted this 13th day of June 2019 in Campbell, California by the following vote:

Votes In Favor	_____
Votes Against	_____
Votes Abstaining	_____
Votes Absent	_____

Signed:

Attest:

James Crawford, President

Megan Reilly, Vice President