



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

BOARD OF DIRECTORS MEETING

June 20, 2002 – 9:35 A.M.

**Hiddenbrooke Golf Club
1095 Hiddenbrooke Parkway
Vallejo, CA 94591**

(707) 558-0330

Minutes

I. CALL TO ORDER:

President Henderson called the meeting to order at 9:38 a.m.

II. ROLL CALL

PRESENT

- | | |
|--|---------------------------------------|
| 1) Bob Koch, <i>Chico</i> | 8) Sharon Andrus, <i>San Rafael</i> |
| 2) Robyn Kain, <i>Fairfield</i> | 9) Bill Kaslar, <i>Santa Rosa</i> |
| 3) Patricia Born, <i>Fremont</i> | 10) John Hinson, <i>Stockton</i> |
| 4) Bill Henderson, <i>Livermore</i> | 11) Paul Wildermuth, <i>Vacaville</i> |
| 5) Randy Graham, <i>NCCSIF</i> | 12) David Lindquist, <i>Vallejo</i> |
| 6) Jeff Davis, <i>REMIF</i> | 13) Jeff Tonks, <i>YCPARMIA</i> |
| 7) Mary Richardson, <i>San Leandro</i> | |

ABSENT

Alameda, Lodi, Petaluma, Redding, Roseville, SCORE, Sunnyvale

OTHERS PRESENT

- | | |
|--|--|
| 1) Lola Deem, <i>CJPRMA</i> | 5) Byrne Conley, <i>Gibbons & Conley</i> |
| 2) Robert German, <i>CJPRMA</i> | 6) Pat Clark, <i>Marsh</i> |
| 3) Caren White, <i>CJPRMA</i> | 7) Jim Pinckney, <i>Marsh</i> |
| 4) Mark McGonigle, <i>Driver-Alliant</i> | 8) Phyllis Sammon, <i>Marsh</i> |

III. APPROVAL OF MINUTES

A motion by Director Born, seconded by Director Lindquist, to approve the minutes of the April 16, 2002 and May 7, 2002 Board of Directors meetings, passed unanimously.

IV. PRESENTATIONS

None

V. CONSENT CALENDAR

- 1. Financial Reports of CJPRMA for the Periods Ending March 31 and April 30, 2002**
- 2. Additional Covered Party Certificates Approved by the General Manager**
- 3. Notification of New Claims Received**
- 4. Notification of Claims Closed**

A motion by Director Koch, seconded by Director Born, to approve the Consent Calendar, passed unanimously.

VI. THIS TIME IS RESERVED FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD OF DIRECTORS ON MATTERS OF BOARD BUSINESS

VII. ACTION CALENDAR

5. Report from Broker on Insurance Renewals

The General Manager said that he wanted to thank Marsh for their extensive efforts.

Mr. Jim Pinckney, of Marsh, said that he would review the reinsurance program. He pointed out that the Board had given the General Manager authority to finalize the reinsurance renewal. He said that they had made sure that the addition of PERMA was approved by the reinsurers as of July 1; the addition of the City of Rio Dell to SCORE as of June 26; and the addition of the City of La Mesa to PERMA as of July 1. Ms. Pat Clark, of Marsh, said that the underwriters had found that there was a fire department included in the City of La Mesa but that no information had been provided on it. She said that the underwriters would like clarification as to how the fire department was covered.

Mr. Pinckney said that they had made a deal with American Re for \$20 million excess of \$5 million, effective July 1. He said that there would be no audit unless the payroll varied by more than 8%. He also said that if any new members joined during the year, a rate had been established to determine that premium. He said that the rate was \$.1563 per \$100 of payroll, which was comparable to what had been discussed at the April meeting.

Board Counsel said that the rate for the reinsurance was within the rate that they had already funded for Pool D. He said that the rate for Pool D was .189 and that that included .025 for administrative expenses. The General Manager said that if they didn't include PERMA, and simply used last year's payroll base, they would still generate \$250,000 more than was necessary to pay the reinsurance premium. He said that with PERMA, they would generate additional revenue and that there was no need to increase the rate for Pool D to cover the premium.

Mr. Pinckney said that they had obtained limited terrorism coverage, with an aggregate limit of \$5 million from reinsurance, in excess of the \$5 million coverage provided by the pool, and which was occurrence based. He said that they had also obtained coverage for mold in the amount of \$5 million excess of \$5 million. He said that the Employment Practices limit had been increased to \$3 million excess of \$3 million, with a \$10 million aggregate.

Director Kaslar asked if there was any problem with the reinsurance following their forms. Mr. Pinckney said that it was direct reinsurance of the Memorandum of Coverage. Board Counsel said that they had discussed the terrorism language and that they had agreed on language that was acceptable. He said that, within the pooled layers, there was no exclusion for terrorism or mold.

Mr. Pinckney said that the reinsurance certificate would only address the issue of a sexual abuse sub-limit as it applied to day care centers. He said that they would send out applications to cities that had day care centers, and that there would be \$5 million in coverage excess of \$5 million for sexual abuse. Ms. Clark said that the definition of a day care center, for this purpose, was a licensed city operated day care center with city employees conducting the operation.

Director Davis said that, up until June 30, 2002, they had had an aggregate per city under Employment Liability but that now it was moving to the pool level. Board Counsel said that they currently had \$2 million excess of \$2 million in coverage limited to an annual aggregate of \$2 million per city. He said that, if they were replacing it with \$10 million pool wide, that was probably better because they didn't have many employment claims.

Mr. Pinckney said that most of the other features were the same as on the expiring policy.

Director Lindquist asked what no drop down over sub-limited coverages meant. Mr. Pinckney said that that meant that reinsurance would not drop down and provide coverage over a sub-limit that was in the Memorandum of Coverage.

Director Wildermuth said that, with regard to terrorism, they were covered by the Memorandum of Coverage by virtue of it not being excluded, but that there was sub-limit under reinsurance. He asked what the underwriter's definition of terrorism was. Board Counsel said that it had to be either declared by an authorized governmental official to involve terrorist activities or acts of terrorism or must involve threatened or release of biological, chemical, radioactive or nuclear agents and is intended, in whole or in part, to discriminate, coerce or threaten the civilian population, disrupt or interfere with any segment of the local, national or global economy, influence, disrupt or interfere with any government related operations, activities or policies or promote further express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective. He said that, under the language as it was now, it either had to be a declared act of terrorism by the government or it had to involve nuclear, chemical, biological or radioactive agents. He said that it was a very narrow exclusion. The General Manager said that they also had them delete the requirement that the insured prove to the insurer that it was not an act of terrorism.

Mr. Pinckney said that they had also been able to work out a two year program with the reinsurer. He said that, on the anniversary, there would be a cap of a 30% increase in the rate, and that it would be negotiated based on market conditions and our claims history. He said that, if there was a payroll variance, they would take that into account. He said that there was a caveat that if they had reported losses of more than half of the retained limit, or \$2,500,000, they would have the right to reprice. He said that there was also no obligation for CJPRMA to renew the program if they did not so desire.

Director Kain asked what the percentage increase was on the renewal rate. The General Manager said that it was less than 10%. Board Counsel said that he thought that the total increase was about 14%, but that they were coming off of a three year rate so it was still remarkably low.

Mr. Pinckney said that they needed to get the day care applications back by August 19.

Director Tonks said that since the reinsurer had agreed to extend the term of the contract for another year, subject to an increase of no more than 30% and that they had reserved the right to renegotiate the premium, what was the

difference between renegotiating the premium and the 30% cap? Mr. Pinckney said that if they had an incurred loss of more than \$2,500,000, then the reinsurer had the right to exceed the cap when renegotiating the premium. Director Tonks asked how many years CJPRMA had without a \$2,500,000 reserve being set. Board Counsel said that it happened about 50% of the time.

President Henderson asked if they were bound to hold the same premium if there were no losses. Mr. Pinckney said that the 30% increase was a cap.

Director Davis said that they could get hit with a 30% increase. The General Manager said that CJPRMA then had the right to go to market. President Henderson said that it showed that we were interested in being their long term partner.

The General Manager said that the reinsurer did a lot more than they expected them to do and that they really were looking at a long term relationship.

Ms. Clark said that the APD policy had been bound. She said that it renewed with Fireman's Fund, their current carrier, with a very nominal adjustment in premium. She said that the office package policy had also been renewed with a nominal increase.

Ms. Sammon outlined the Property Program and provided the renewal rate of .03215, which was less than had been authorized.

6. Local Enforcement of ADA Regulations

The General Manager said that this item had been agendized at the request of Director Davis. He said that the City of Healdsburg had received notice from the Attorney General's office regarding their intent to enforce noncompliance on the part of public entities as it related to ADA regulations. He said that local building inspectors were expected to enforce ADA regulations when they did inspections of new or rebuilt facilities. He said that the Attorney General had said that if their office received complaints about local agencies not enforcing the regulations, they would go after the local agency.

Director Davis said that it was more than just new or rebuilt facilities. He said that it was his understanding that anyone who had a complaint about a business or private residence and reported it to the city as not being ADA accessible, that the city was then required to do the inspections and begin proceedings to correct the noncompliance. He said that that was what they were being told. He asked Board Counsel for a reading on what coverage they had.

Board Counsel said that every sentence in the memo was followed by citation of authority except the one in which the Attorney General asserted broader authority. He said that he wouldn't say that the Attorney General could not bring that type of action, but that he would say that nothing in the letter supported the Attorney General doing that. He said that section 4450 of the Government Code was entitled "Access to Public Buildings by Physically Handicapped Persons." He said that it was a 1968 law and its purpose was to ensure that all facilities constructed with the use of public funds were accessible to persons with disabilities. He said that under section 4453, the responsibility for enforcement fell on the director of the department of general services of the state, if state money had been used to build it, or on the governing body of a county, city or local agency if the funds of that entity had been used. He said that the Attorney General had stated that local building departments were the first line of enforcement, and that the implication that the Attorney General was trying to make was that they were the second line of enforcement. He said that they had no such authority under the statute. He said that section 4458 said that the district attorney, city attorney or Attorney General may bring an action to enjoin a violation of this chapter, which meant that the Attorney General could bring an action against a building owner to enjoin a violation of the act, but had nothing to do with suing a city to enforce the law. He said that it was possible that there was another statute that said that the Attorney General could bring a civil action, but that it wasn't there.

Director Davis asked if this included private buildings built on land purchased by redevelopment agencies.

Board Counsel said that there was immunity under the Government Code for failure to enforce the law. He said that the city would not be liable for damages; but that it was possible there could be a civil action. He said that under common law, you could not sue a district attorney or city attorney to require them to bring a prosecution. He said that he didn't see any support for the Attorney General bringing a civil action. He said that the second set of statutes mentioned in the memo, 19958, related to public accommodations constructed with private funds, such as auditoriums, hospitals, theatres, restaurants, hotels, motels, stadiums and convention centers. He said that the legislature said that 4450, which applied to public buildings, also applied to private buildings when they were public-type facilities. He said that it had been extended to include service stations, shopping centers, doctors' offices, and public curbs and sidewalks built with private funds. He said that there was an exception for cases of practical difficulty or where an unnecessary hardship was created by requiring conformity. He said that the local building department was required to enforce those regulations. He said that the whole question that the letter raised was whether the Attorney General could do this. He said that he doubted it. He said that the question for the board was whether there could be a covered claim. He said that if it was only a claim

against the building official to enjoin them to enforce the law, that that was not a claim for damages that would be covered by the Memorandum of Coverage. He said that the next question was whether the Board wanted to take a position on it. He said that it was something they should follow up on.

Director Davis said that the Ninth Circuit had ruled that the maintenance of sidewalks fell under the ADA, so that if someone fell over a hole or crack in the sidewalk, they could sue under ADA instead of under state law. He said that that was Barden v. City of Sacramento.

Board Counsel said that he could write a memo to the Board discussing the letter and the Barden case. He said that when it came to coverage, if a plaintiff sued for general damages as well as correction of an ADA issue, only the general damages were covered. He said that the State of California had declared that an ADA violation was also a violation of the Unruh Civil Rights Act. He said that two district courts had ruled that, because of that, one could sue for general damages as well. He said that they did have coverage for the damages claim but not for the cost of fixing the facilities.

Director Tonks said that they were starting to see claims where people were going around looking for conditions that could be litigated.

President Henderson said that he thought that the Barden case was for curb cuts and not specifically for sidewalk separations. Director Davis said that their conclusion was that the Title II Prohibition of Discrimination and Provision of Public Service applied to maintenance of public sidewalks. He said that his attorney was following it, and that a rehearing would be requested. He said that they were looking for support, and that he thought that CJPRMA should support it as well.

Board Counsel said that he would contact the League of California Cities to see if they were doing anything. He said that he would send out a memo to the Board regarding these issues.

7. Addition of the City of Rio Dell to SCORE

The General Manager said that this was an information item only and just to let them know that SCORE had added another member. He said that there was a Board policy, adopted in 1992, that stated that any organization that joined CJPRMA after April 28, 1992, could not add another member for coverage purposes without the Board's approval. He said that the policy did not apply, in this instance, because SCORE was a member prior to 1992. He said that Rio Dell had had some problems in the past but that they now had a very low loss history. He said that he had also talked to Scott Ellerbrock at PERMA to let him know about the policy, and that the CJPRMA board could potentially deny coverage to new PERMA members.

8. Additional Insured Endorsements

Board Counsel said that Driver had updated the CJPRMA Risk Transfer Manual in 2000. He said that they had recommended that they require, from contractors, liability coverage and an additional insured endorsement. He said that CG 20 10 11 85 stated that they were named as additional insured for accidents arising out of the work of the contractor. He said that he had attached CG 20 10 10, which he did not recommend, provided that they were additional insured with respect to liability arising out of the ongoing operations, meaning that while the contractor was working there was coverage but that there was no coverage once the contractor left. He said that the next page was considered preferable, it stated only with respect to liability arising out of the work. He said that Director Davis had said that contractors were saying that no one provided that coverage. He said that CG 20 10 03 97 which included ongoing operations. He said that the modifications that were permitted included the box that said “the Insureds scheduled above includes the Insured’s elected or appointed officers, officials, employees and volunteers...” He said that that meant that they required that the insurer to make sure that the member city is covered on a primary basis by the additional insured endorsement. He said that he wanted to know what response Board members were getting to these forms and make it a policy of the pool that all members get CG 20 10 that included “your work.” He said that they needed to update the Risk Transfer Manual as well.

Director Davis said that insurance companies were dropping CG 20 10 11 85. He said that insurance companies were refusing to give primary language, stating that no other companies were doing that.

Vice President Koch said that he had had insurance company representatives tell him that they have certain forms approved by the state and that CG 20 10 11 85 was no longer approved by the state for that particular company. He said that, with regard to primary language, he looked at the “other insurance clause” and that that covered the primary aspect.

Director Davis said that what he usually saw in other insurance clauses was that they would share equally. He said that the only way that they got the coverage was if they signed a contract stating that they would indemnify.

Vice President Koch said the only way to get it was to have a written contract that required it.

Director Kain said that they were getting a lot of resistance on the primary language. She said that they would not do business with companies that would not provide that coverage.

Director Kaslar said that he had heard from brokers that there were limited carriers who could meet these requirements and that they would see an increase in contracts because they would have to pay more in order to meet the insurance requirements.

Board Counsel said that there was a case that said that pooled self insurance was not insurance and therefore the other insurance clause did not apply. He said that they didn't want to have to worry about changing the case law and that it was better to have the language in the first place.

Director Kain asked which endorsement they were recommending. Director Davis said that it was CG 20 10 11 85. Director Kain asked about the one that was revised 7/00 that included the box. Director Davis said that they put that out with the box on it as part of the contract. Board Counsel said that the "ongoing operations" endorsement looked like it had been updated since the last update of the manual. He said that they had CG 20 10 10 93 in the manual, and that CG 20 10 11 85 was the same. Director Davis said that REMIF's manual included CG 20 10 03 97, but that the "ongoing operations" language was a problem. He said that they insisted on CG 20 10 11 85, but that 20 10 03 97 was what the insurance companies wanted to use because it eliminated their liability the minute the contractors walked off the job.

Board Counsel said that the "ongoing operations" language hadn't changed in the new version. He said that what changed were the modifications, and that they were ok. He said that they wanted "your work" instead of "ongoing operations."

Director Born asked if cities were still accepting SCIF now that it had been downgraded from a B down to non-rated. Director Davis said that they didn't have any choice.

Director Wildermuth said that he had come across case law that stated that they must specifically identify expert witness fees in order to recover them. Director Davis asked Board Counsel to get a copy of that to the Board so they could update their manuals. Board Counsel said that recoverable costs under CCP 1033 did not include expert fees.

9. Proposed Revisions to Memorandum of Coverage for 2002-2003

Board Counsel said that they needed guidance from the Board on a couple of issues. He said that late notice had come up several times. He asked how they wanted to handle late notice and asked if it was something that should be litigated or arbitrated or at the sole discretion of the Board. He said that he felt that it was a policy decision that the Board had to make. He said that the second item was the arbitration provision. He said that, at a minimum, he

would recommend that they eliminate the idea of party arbitrators, but that the staff recommendation was that they eliminate the arbitration clause in its entirety.

The General Manager said that his recommendation, as it related to late notice, was that it be strictly within the purview of the Board. He said that with regards to the arbitration provision, he was in favor of recommending that that provision be eliminated. He said that their experience with arbitration had not been pleasant, and that it hadn't worked out to their benefit. He said that, based on the last arbitration they went through, it was just as cost effective to litigate as it was to arbitrate.

Director Kaslar said that, with arbitration, if they reached a conclusion that was not based on fact and was totally erroneous, there was no basis for appeal.

President Henderson said that they should look at each issue separately. He said that they should first address the staff recommendation of approval of the language on late notice in order to provide the Board with final authority regarding this notice. The General Manager said that the Board would be the sole decider. Director Lindquist said that, if it were an insurance company, they would be able to appeal.

Director Tonks said that he would like to be able to appeal those decisions. He said that he would suggest that the power be given to the Executive Committee with a right to appeal to the entire Board.

Director Davis said that it seemed to him that if they did that, the issue of coverage would then end up on arbitration and the court would say that they couldn't do that. He said that they were saying that the decision about coverage was final with the Board. Board Counsel said that he would hope that the courts would enforce the language the way they drafted it. Director Davis said that they had contractual language on arbitration that was ignored by the courts.

Director Tonks said that if it were narrowly construed, the other issues became irrelevant.

The General Manager said that this was strictly related to coverage as it related to notice. He said that coverage as it related to anything else would still be subject to litigation.

Director Davis asked if that was the major issue in the Vallejo case. The General Manager said that it was a big issue, but that they didn't have control over it because the arbitrators ignored it.

Board Counsel said that he wasn't trying to re-decide that arbitration. He said that he was trying to determine who the Board wanted to decide late notice issues: the Board, an arbitration panel or the court.

Director Kain asked how it was that they could dictate that a city could not appeal to the courts. She asked how they could take away that remedy. The General Manager said that they were contractually agreeing to do the things they were doing.

Director Lindquist said that the issue that came before the court was whether the late notice prejudiced the coverage provider. The General Manager said that that wasn't necessarily the issue. Director Lindquist said that if they disagreed with the Board's decision, typically they could go to court.

President Henderson said that it seemed that they could still do that. Director Lindquist said that they couldn't because they had a contractual agreement.

President Henderson said that if they decided to include the language, it wouldn't prohibit the city attorney from filing against CJPRMA.

Vice President Koch asked Board Counsel if there was a recent case on contractual issues similar to this on the memorandums of coverage where the court upheld the ability of the organization to define its parameters and where all members who agreed to it were bound by it. Board Counsel said that the South El Monte case may have been quoted, and that it said that because a pool was not an insurance company, that members could draft the agreement themselves regarding how they were going to share risk and that the court was not going to apply rules of construction that tried to find ambiguity to hold against the pool like they would with an insurance company. He said that they had a no-action clause that was very similar to an insurance policy and that case law for an insurer says that they have to prove that there would have been a different result. He said that the question was whether that was a burden they wanted to have. He said that they could write the Memorandum of Coverage to say that they don't have to show actual prejudice, or they could locate the decision in a different place than the courts.

The General Manager said that this would not be an automatic denial for anyone. He said that he didn't think that it was inappropriate for them to decide among themselves whether a claim should be denied coverage as the result of a notice issue.

President Henderson said that he was thinking about how this would fall out if there was a late notice and the Board said that there was no coverage. The General Manager said that it would probably be litigated and that that was not inappropriate.

A motion by Director Tonks, seconded by Director Davis, to draft language on the late notice issue to provide the Executive Committee with the authority to accept or deny, with an appeal to the Board if necessary, passed by a majority. Vallejo voted no.

President Henderson said that the second staff recommendation was the complete elimination of the arbitration provision for coverage disputes.

Director Tonks said that he had a problem being put in the position where he'd have to sue CJPRMA. He said that he would like to see a modification which would allow any member to ask CJPRMA to bring a declaratory relief action so that rather than it being a member bringing the action against the organization, it would be CJPRMA bringing the action for a decision. He said that it didn't build cohesion to have members suing the organization.

Vice President Koch said that they had talked about this at the Coverage Committee meeting and that most of the members had had bad experiences with arbitrators. Director Tonks said that he wasn't saying that arbitration was bad, but that by doing away with arbitration they would have to go to the courts for coverage decisions. He said that in order to keep members from having to sue CJPRMA, he would like the language to direct the organization to bring a declaratory relief action in their name.

President Henderson asked what the downside of that would be. Director Tonks said that he was just looking to find a way to keep members from having to be a plaintiff against CJPRMA.

Board Counsel said that they could draft that language, and that if the member didn't want to protest coverage, they could answer the complaint by saying that they didn't dispute the coverage decision. He said that that wouldn't happen because the only time it would be when the member said that they wanted to initiate something.

President Henderson asked what would happen if the court agreed that there was no coverage. Director Tonks said that then it would be in the courts and that they would have the right to appeal the decision. He said that by doing away with arbitration, they would be going to the courts as the arbitrator.

Director Kain asked if the request would come to the board or could any member require CJPRMA to go to court. The General Manager said that the affected member could make a request to the Board to bring a declaratory relief action within a certain time. He said that if the member requested it, in writing, the Board then would initiate a declaratory relief action.

Director Lindquist asked how fast the issues would be resolved. He said that, typically, arbitration resolved much quicker than going through the courts.

The General Manager said that it could take just as long to go through arbitration as to go through the court.

The General Manager said that they should include some sort of time limitation. He suggested 60 days.

Director Davis asked what county would have jurisdiction. Board Counsel said that it would be Alameda County because that was where CJPRMA was located. The General Manager said that they had just moved to Contra Costa County. Board Counsel said that if the defendant was a public agency, the suit had to be filed in the county where the agency was located. He said that he didn't know if there was an exception if the plaintiff was another public agency. He said that he would look into that.

Director Kain said that she thought that the motion was that the member could petition the Board for declaratory relief, and not that it was required. President Henderson said that it would be required. The General Manager said that, if the member wanted CJPRMA to file a declaratory relief action, they would have to notify the Board in writing within 60 days of the Board's formal decision denying coverage.

Director Davis said that the 60 days should be from the date of the Board's decision.

A motion by Vice President Koch, seconded by Director Kaslar, to eliminate the arbitration provision and to draft language indicating that a member could require CJPRMA to initiate a declaratory relief action upon their request, if coverage had been denied, passed unanimously.

10. Election of Officers and Executive Committee Members

The General Manager said that there were five positions to be elected, President, Vice President, and three positions on the Executive Committee. He said that President Henderson was running unopposed for the position of President.

A motion by Director Born, seconded by Director Kain, to reelect President Henderson, passed unanimously.

The General Manager said that the next position was Vice President and that there were two candidates, Vice President Koch and Director Wildermuth. A vote was taken and Director Wildermuth was elected to the position of Vice President.

With reference to the Executive Committee, the General Manager said that, according to the Bylaws, at least two positions had to be held by representatives of JPAs. A vote was taken and Directors Davis, Tonks and Koch were elected to the Executive Committee.

VIII. COMMITTEE REPORTS

A) Claims: Patricia Born, Chair

The Claims Committee had nothing to report.

B) Coverage: Jeff Tonks, Chair

The Coverage Committee had nothing to report.

C) Personnel: Carolyn Lyons, Chair

The Personnel Committee had nothing to report.

D) Communications: Bob Koch, Chair

The Communications Committee had nothing to report.

E) Finance: Paul Wildermuth, Chair

The Finance Committee had nothing to report.

IX. CLOSED SESSION

1. **Government Code Section 54954.5(a)**

Case Review/Planning

2. **Government Code Section 54956.9 (a)**

Conference with Legal Counsel - Pending Litigation

Name of Case: County of Solano v. City of Vallejo

Court: Court of Appeals, First Appellate District

Case No.: A082666

3. **Government Code Section 54956.9 (a)**

Conference with Legal Counsel - Pending Litigation

Name of Case: Vallejo Unified School District v. City of Vallejo

Court: Solano County Superior Court

Case No.: 15644

4. **Government Code Section 54954.5**
Public Employee Performance Evaluation

Title: General Manager

X. ACTION ON CLOSED SESSION ITEMS

XI. ADJOURNMENT