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RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA,
STATE OF STATE OF CALIFORNIA

RESOLUTION NO. 26-123

IN THE MATTER OF AN AMENDMENT TO THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT JOINT POWERS AUTHORITY AGREEMENT.

WHEREAS, the County of Santa Barbara is a voting member of the Public Risk Innovation, Solutions, and Management (PRISM) Board of Directors and PRISM has proposed amendments to the Joint Powers Authority Agreement; and

WHEREAS, the proposed changes include an amendment to the number of voting members of the Board of Directors and a change in the number of members serving on the Executive Committee; and

WHEREAS, additional changes to the Agreement have been made to conform to the current business operations and update terminology;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Barbrara as follows:

1. The Board of Supervisors approves the amendments to the Joint Powers Agreement (Exhibit 1).
2. The Board of Supervisors authorizes the County's primary and/or alternate PRISM Board Member to execute the amended Joint Powers Agreement.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 12th day of May by the following vote:

AYES: Supervisors Lee, Capps, Hartmann, Nelson and Lavagnino
NOES: None
ABSTAIN: None
ABSENT: None

Signed by:
9DD6B7A21FC646A...

BOB NELSON, CHAIR
BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

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ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

By Signed by: Sheila de la Guerra 0B03F3DDF9EE4AA...
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM COUNTY COUNSEL

By Signed by: Amber Holderness C18E6D82EB9B489...
Deputy County Counsel

Exhibits:

1. Joint Powers Agreement

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# ATTACHMENT A, EXHIBIT 1: PRISM JOINT POWERS AGREEMENT

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Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020
Amended: June 30, 2026

# JOINT POWERS AGREEMENT
# PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

## RECITALS

**WHEREAS**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

**WHEREAS**, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

**WHEREAS**, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

**WHEREAS**, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

**WHEREAS**, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other coverage programs as determined;

**NOW THEREFORE,** the parties agree as follows:

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## ARTICLE 1
## CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

## ARTICLE 2
## DEFINITIONS

**"Board of Directors"** or **"Board"** shall mean the governing body of PRISM.

**"Claim"** shall mean a claim made against a member arising out of an occurrence that is covered by an excess or primary coverage program of PRISM in which the member is a participant.

**"Executive Committee"** shall mean the Executive Committee of the Board of Directors of PRISM.

**"Fiscal year"** shall mean that period of twelve months that is established by the Board of Directors as the fiscal year of PRISM.

**"Government Code"** shall mean the California Government Code.

**"Insurance program"** or **"program"** shall mean a program under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance or reinsurance, pooling of self-insured claims or losses, purchased insurance or reinsurance, or any other combination as determined by the Executive Committee or other program governing committee. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any program, as well as establishing program policies and procedures.

**"Joint powers law"** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

**"Loss"** shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, that is covered by a program of PRISM in which the member is a participant.

**"Member County"** shall mean any county in the State of California that has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

**"Member Public Entity"** shall mean any California public entity, which is not a California county, that has executed this Agreement and become a member of PRISM. "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

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**"Occurrence"** shall mean an event, which is more fully defined in the memorandums of coverage and/or policies or reinsurance agreements of a program, in which the participating county or participating public entity is a member.

**"Participating county"** shall mean any Member County that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"**Participating public entity**" shall mean any Member Public Entity that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

**"Self-insured retention"** shall mean that portion of a loss resulting from an occurrence experienced by a member, that is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

**"Reinsurance"** shall mean insurance or reinsurance purchased by PRISM as part of a program to cover that portion of any loss that exceeds the joint funding capacity of that program.

## ARTICLE 3
## PURPOSES

This Agreement is entered into by the Member Counties and Member Public Entities in order to jointly develop and fund coverage programs. Such programs may include, but are not limited to, the creation of pooled risk programs, including primary and excess coverage programs, the pooling of self-insured claims and losses, purchased insurance or reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

## ARTICLE 4
## PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each Member County and Member Public Entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

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(c) A member for purposes of participating in or providing coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 4(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

## ARTICLE 5
## TERM

This Agreement shall continue in effect until terminated as provided herein.

## ARTICLE 6
## POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

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(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To allow for risk management services to be provided to out-of-state participants in a PRISM program.

(h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

## ARTICLE 7
## BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each Member County, appointed by the Member County's board of supervisors and serving at the pleasure of that body. Each Member County's board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, staff person of the Member County, or agent and upon termination of office or employment with the Member County or agency relationship, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) Twenty directors consisting of seventeen directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as Member Public Entities. A director or alternate public entity director shall be an official, or staff person, or agent of the Member Public Entity, and upon termination of office, employment, or agency relationship with the Member Public Entity, shall automatically terminate membership or alternate membership on the Board of Directors.

(c) Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

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(d) A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

## ARTICLE 8
## POWERS OF THE BOARD OF DIRECTORS

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

(a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors or Executive Committee may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

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(e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall oversee each program of PRISM, including all provisions for self-insurance, pooling, excess or reinsurance, and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors, directly or through the Executive Committee, shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors, directly or through the Executive Committee or other committee, may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors, Executive Committee, or other committee may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors, directly or through the Executive Committee or program committee, may declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which

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have contributed to such fund. Likewise, the Board, Executive Committee or program committee may declare that funds established for any program has a deficit of funds and determine a formula to collect additional funds from the participating counties and participating public entities, which have contributed to such fund.

(o) The Board of Directors, directly or through the Executive Committee, shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

## ARTICLE 9
## MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such other committees pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

## ARTICLE 10
## OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

## ARTICLE 11
## EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of fifteen members: the President and Vice President of the Board of Directors, eleven voting members, and two alternates elected by the Board of Directors from its membership. The terms of office of the eleven non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

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## ARTICLE 12
## COMMITTEES

The Board of Directors, directly or through the Executive Committee, may establish committees as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Executive Committee. Each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, Executive Committee, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors.

## ARTICLE 13
## STAFF

(a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

## ARTICLE 14
## DEVELOPMENT, FUNDING AND IMPLEMENTATION OF PROGRAMS

(a) **Program Coverage.** Programs of PRISM may provide coverage, including excess insurance and/or reinsurance coverage, or services for any Member County or Member Public Entity.

(b) **Program and PRISM Funding.** The members developing or participating in a program shall fund all costs of that program, including administrative

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costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of a program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Executive Committee or the program's governing committee upon the basis of a cost allocation plan and rating formula adopted by the Executive Committee or the program's governing committee. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Executive Committee or program governing committee, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Assessments**

(i) If it is determined by the Board of Directors or the program's governing committee that the funding for a program is insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may declare an assessment on all participating members of the program.

(ii) Assessments declared pursuant to (i) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the assessment to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that if an assessment is in excess of three times the member's annual premium for that year,, ninety days prior to the Board of Directors or program's governing committee taking action to determine the amount of the assessment, PRISM will notify the governing body of each participating member, in writing, of its recommendations regarding its intent to declare an assessment and the amount recommended to be assessed each member.

(iii) A member that is no longer a participating member at the time the assessment is declared, but was a participating member

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during the policy year(s) for which the assessment is needed, shall be required to pay its share of the assessment in accordance with the provisions of (i) and (ii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of a program by the Board of Directors or Executive Committee, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter a program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may apply to the Executive Committee or program's governing committee for entry into the program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of a program of PRISM who withdraws or is cancelled from a program under Articles 21 and 22, may not reenter such program for a period of three years from the effective date of withdrawal or cancellation.

## ARTICLE 15
## ACCOUNTS AND RECORDS

(a) **Annual Budget.** The Board of Directors shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each program under development or adopted and implemented by PRISM.

(b) **Funds and Accounts.** The Chief Financial Officer ("CFO") of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each program under

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development or adopted and implemented by PRISM. Books and records of PRISM shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **CFO's Report.** The CFO, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

## ARTICLE 16
## RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.6, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.

(3) Pay any sums due from PRISM, as approved for payment by the Executive Committee or by any body or person to whom the Executive Committee has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the CFO.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Executive Committee may designate shall have charge of, handle, and have access to the property of PRISM.

(d) PRISM shall secure and pay for a fidelity bond or bonds or crime insurance,

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in an amount or amounts and in the form specified by the Executive Committee, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

## ARTICLE 17
## RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each Member County shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7. The Board of Supervisors may appoint by individual or by position.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.

(c) Each member shall maintain an active risk prevention and control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by a program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Executive Committee or program governing committee.

(e) Each member shall pay premiums and assessments due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or assessments shall be as determined by the Executive Committee. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member or former member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Executive Committee or other Program governing committee under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.

(f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement programs under this Agreement.

(g) Each member shall cooperate with and assist PRISM, and any insurer or reinsurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules adopted by the Board of Directors, Executive Committee or program governing committee.

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(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors, Executive Committee or program governing committee in order to carry out the purposes of this Agreement.

## ARTICLE 18
## ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) PRISM may develop standards for the administration of claims for each program of PRISM so as to allow PRISM to oversee the administration of claims by the members.

(c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.

(e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

## ARTICLE 19
## NEW MEMBERS

Any California county or public entity may become a party to this Agreement upon approval by the Executive Committee.

## ARTICLE 20
## WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any program pursuant to Article 14, or if it has previously withdrawn from all programs in which it was a participant.

(b) After becoming a participant in a program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action unless otherwise specified in a program Memorandum of Understanding.

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## ARTICLE 21
## CANCELLATION

(a) Notwithstanding the provisions of Article 20,

(1) The Board of Directors may, on a two-thirds vote, cancel any member from this Agreement and membership in PRISM. Such action shall have the effect of canceling the member's participation in all programs of PRISM as of the date that all membership is canceled.

(2) A program governing committee may cancel any member's participation in a program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the program governing committee.

(3) PRISM shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

## ARTICLE 22
## EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in a program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

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(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has paid an assessment pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused assessment, plus interest accrued thereon, at such time as the Board of Directors or program governing committee declares that a surplus exists in any program for which an assessment was made.

(c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors or program governing committee determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any assessment declared and attributed to the member under Article 14 (b) (3); and any additional amount of premium, which the Executive Committee determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.

(d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors or Executive Committee determines are due from the members for losses and costs which were incurred during the member's participation in any program.

## ARTICLE 23
## TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.

(b) Upon termination of this Agreement, all assets of PRISM in each program shall be distributed among those members that participated in that program in proportion to their premium contributions. The Board of Directors

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shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member that was a participant in a program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

## ARTICLE 24
## LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance or reinsurance to provide such coverage, as is hereinabove set forth.

## ARTICLE 25
## BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

## ARTICLE 26
## NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the email address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM or via email, as set forth in the Bylaws.

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## ARTICLE 27
## AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

## ARTICLE 28
## EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

## ARTICLE 29
## PROHIBITION AGAINST ASSIGNMENT

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

## ARTICLE 30
## AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

## ARTICLE 31
## DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the

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member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

## ARTICLE 32
## FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

**IN WITNESS WHEREOF,** the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____ MEMBER: _____
(Print Name of Member Entity)

BY: _____
(Authorized signature of Member)

Seal: