



**INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY**

**MINUTES OF THE  
CLAIMS COMMITTEE MEETING  
July 14, 2016  
9:30 A.M.**

A meeting of the Claims Committee was held on July 14, 2016, in Downey, California.

Name	Member/Agency	Present	Absent
Nathalie Adourian	El Monte	X	
Jill Buchholz	Redondo Beach	X	
Tom Cody, Ex Officio	Monterey Park	X	
Vicki Cross	Glendora		X
Yvette Abich Garcia	Downey	X	
Sergio Ibarra	Bell (arrived 10:03 a.m.)	X	
Haydee Sainz	Lynwood (arrived 9:58 a.m.)	X	
Alison Stevens	Hawthorne	X	
Chu Thai	Monterey Park	X	

**Others in Attendance:**

RPA  
Tyler LaMantia  
Cindy LaMantia  
Beth Lyons  
Ashley O'Brian  
Jenna Goodrich

Johnson Schachter & Lewis Luther Lewis

Carl Warren & Company  
Dwight Kunz  
John Beringer  
Todd Johnson  
Tom Boylan

**1. CALL TO ORDER**

Chair Jill Buchholz called the meeting to order at 9:50 a.m.

**2. ESTABLISHMENT OF QUORUM/INTRODUCTIONS**

Introductions took place and it was determined a quorum was present.

### 3. PUBLIC COMMENTS

There were no public comments.

### 4. APPROVAL OF AGENDA AS POSTED OR AMENDED

### 5. CONSENT CALENDAR

*A motion to approve the Consent Calendar was made by Yvette Abich Garcia, Downey. The motion was seconded by Nathalie Adourian, El Monte. A voice vote was taken and the motion unanimously carried to approve the consent calendar.*

### 6. OPEN SESSION

#### A. Review Proposed Language for the Litigation Management Policies and Procedures (LMPP)

The proposed language for the LMPP was presented, reviewed and discussed. The intent of the conflicts clause was to prevent attorneys who wished to be on ICRMA's defense panel from bringing lawsuits for damages against other members on behalf of a plaintiff. It was counsel's and Risk Pool Administrator's recommendation that the clause not be invoked in instances to disqualify defense attorneys working on a case if they bring a complaint or cross-complaint against another member city in the context of defending a member city.

*Chu Thai, Monterey Park, made a motion that recommended clarifying language be added to the conflicts clause of the LMPP and directing RPA & Carl Warren staff to review the LMPP document to determine if additional revisions are recommended. If additional revisions are not recommended, RPA was directed to present the document to the Board with the Claim Committee's recommendation to approve the revision. If additional changes are recommended, the document will be presented to the Claims Committee at its September meeting. The motion was seconded by Yvette Abich Garcia, Downey. A voice vote was taken and the motion carried unanimously.*

#### B. Review: Proposed Language for the 2016-17 Liability Memorandum of Coverage

While the Committee and Board reviewed proposed language for the 2016 -17 Liability Memorandum of Coverage several months ago, additional revisions were presented for Claim Committee consideration. The board will review additional revisions at its August meeting. Luther Lewis and RPA staff reviewed each of the proposed revisions including those regarding Drones, Sexual Misconduct, limits language, and the definition of a Public Crisis Event.

As originally drafted, ICRMA required a Certificate of Authorization be obtained to operate a drone, it appears that will not always be required by the FAA. Thus Lewis and RPA staff believe it is adequate to generally require compliance with FAA regulations as one of the criteria for coverage.

A new definition of sexual abuse was recommended to ensure ICRMA's intent regarding

sexual misconduct coverage is clear. Counsel also suggested language be added to Section IV of the MOC to address the date of loss associated with sexual abuse claims. The Committee requested “Member” be replaced in the proposed new language in Section IV “...either discovered or reported to the MEMBER...” with specific staff titles such as City Manager and HR Director.

When clash coverage was added in 2014-2015, the MOC language was not revised. New language was proposed to reflect ICRMA’s retention (limit of liability) is limited to one occurrence per event or per accident, regardless of the number of Members who might be involved. The Committee also discussed that each member will continue to pay its own retained limit, even if there are multiple members paying retained limits. Above the ICRMA limit each member continues to have separate coverage. – Additional revisions will be made to the declaration page of the MOC to ensure proper reflection of all limits.

Evanston (Markel) is interested in taking a more proactive and member-friendly approach to Crisis Response Coverage, so language was revised to reduce the coverage threshold. Crisis need to be tracked separately from the actual third party claim since crisis response coverage is first dollar coverage. The MOC will contain an updated contact list. The Memorandum of Coverage and the information will also be posted on the website.

*Yvette Abich Garcia, Downey, made a motion recommending Board approval of the suggested revisions to the 2016-2017 Liability Memorandum of Coverage. Haydee Sainz, Lynwood, seconded the motion. A voice vote was taken and the motion carried unanimously.*

## **7. CLOSED SESSION**

The Committee convened in closed session at 11:00 a.m. to discuss the following:

- Kitahara v. Monterey Park
- Ruan v. Monterey Park
- Thai et al v. Alhambra
- Thai et al v. Monterey Park
- Sandlin v. Inglewood

## **8. REPORT FROM CLOSED SESSION**

*The Committee convened in open session at 11:45 a.m. and reported that the claims on the agenda were discussed and no action was taken.*

## **9. CLOSING COMMENTS**

There were no closing comments.

## **10. ADJOURNMENT**

The meeting was adjourned by general consensus at 11:47 a.m.