



**President**  
Ms. Elizabeth Ehrenstrom  
City of Oroville

**Vice President**  
Ms. Kristine Haile  
City of Folsom

**Treasurer**  
Mr. Tim Sailsbery  
City of Willows

**Secretary**  
Ms. Gina Will  
Town of Paradise

## NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND EXECUTIVE COMMITTEE MEETING VIA TELECONFERENCE AGENDA

**DATE/TIME:** Thursday, May 28, 2020 at 10:30 AM

**A – Action**  
**I – Information**

**LOCATION:** WebEx Teleconference  
Call-in Number: (877) 309-3457  
Access Code: 612 071 692

**1 – Attached**  
**2 – Hand Out**  
**3 – Separate Cover**  
**4 – Verbal**

### MISSION STATEMENT

*The Northern California Cities Self Insurance Fund, or NCCSIF, is an association of municipalities joined to protect member resources by stabilizing risk costs in a reliable, economical and beneficial manner while providing members with broad coverage and quality services in risk management and claims management.*

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA AS POSTED**

**A 1**

**D. PUBLIC COMMENTS**

*This time is reserved for members of the public to address the Executive Committee on matters pertaining to NCCSIF that are of interest to them.*

pg. 5 **E. CONSENT CALENDAR**

**A 1**

*All matters listed under the consent calendar are considered routine with no separate discussion necessary. Any member of the public or the Executive Committee may request any item to be considered separately.*

pg. 6 1. Executive Committee Meeting Minutes - March 26, 2020

pg. 14 2. Check Register from March 1, 2020 to April 30, 2020

3. Investment Reports

pg. 15 a. Chandler Asset Management Short/Long Term - March 2020 to April 2020

pg. 31 b. Local Agency Investment Fund (LAIF) Report as of March 31, 2020

pg. 32 c. Treasurer's Report as of March 31, 2020



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pg. 33	<b>F. GENERAL RISK MANAGEMENT ISSUES</b>	<b>I</b>	<b>4</b>
	<i>This is an opportunity for a member to discuss a topic of interest or seek guidance and input from the group about a current issue, risk management topic or exposure the member is facing.</i>		
	<b>G. ADMINISTRATION REPORTS</b>	<b>I</b>	<b>4</b>
	1. <b>President’s Report</b>		
	<i>Elizabeth Ehrenstrom will address the Committee on items pertaining to NorCal Cities.</i>		
	2. <b>Program Administrator’s Report</b>		<b>4</b>
	<i>Alliant will update the Committee on matters pertinent to NorCal Cities.</i>		
	a. CAJPA request for tort claim analysis funding		
	b. Strategic Planning Update		
	<b>H. JPA BUSINESS</b>		
pg. 34	1. <b>Financial Auditing Services Agreement</b>	<b>A</b>	<b>1</b>
	<i>The Committee will review and may approve the proposed Agreement with Crowe LLP for Financial Auditing Services.</i>		
pg. 51	2. <b>James Marta &amp; Company LLP. Agreement for Financial Accounting and Consulting Services</b>	<b>A</b>	<b>1</b>
	<i>The Committee will review and may approve the optional year extension to the agreement.</i>		
pg. 62	3. <b>Lexipol Fire Subscription Services Memorandum of Understanding</b>	<b>A</b>	<b>1</b>
	<i>The Committee will review and may approve the fire services MOU.</i>		
pg. 66	4. <b>Lexipol Law Enforcement Subscription (LES) Services MOU</b>	<b>A</b>	<b>1</b>
	<i>The Committee will review and may approve the LES MOU.</i>		
pg. 70	5. <b>ACI Employee Assistance Program Renewal Engagement Letter</b>	<b>A</b>	<b>1</b>
	<i>The Committee will review and may authorize the Program Administrator to sign the renewal engagement letter.</i>		
pg. 76	6. <b>FY 20/21 Property Update</b>	<b>I</b>	<b>4</b>
	<i>The Committee will receive an update on the property program renewal.</i>		
pg. 77	7. <b>FY 20/21 Crime Coverage Renewal</b>	<b>A</b>	<b>1</b>
	<i>The Committee will review and may recommend the crime coverage renewal.</i>		



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- |         |     |  |          |          |
|---------|-----|--|----------|----------|
| pg. 78  | 8.  | <b>Police Risk Management Grant Funds and Usage</b><br><i>The Committee will review and may recommend the proposed budget allocation and use of the funds.</i>   | <b>A</b> | <b>1</b> |
| pg. 93  | 9.  | <b>Critical Incident Video Services General Retainer Agreement</b><br><i>The Committee will review and may approve a General Retainer Agreement with Critical Incident Videos to assist with public records request.</i>   | <b>A</b> | <b>1</b> |
| pg. 102 | 10. | <b>Precision Concrete Cutting Services Agreement</b><br><i>The Committee is asked to consider approval of a master agreement for members to access sidewalk cutting services at a discount.</i>  | <b>A</b> | <b>1</b> |
| pg. 108 | 11. | <b>CJPRMA Coverage Options &amp; Changes</b><br><br><b>a. Self-Insured Retention (SIR) Choices</b><br><i>The Committee will review options for a \$500K or \$750K SIR for excess liability coverage and provide a recommendation to the board.</i><br><br><b>b. Communicable Disease Exclusion</b><br><i>The committee will receive information regarding a limitation on coverage for communicable diseases and may make a recommendation to the Board.</i> | <b>A</b> | <b>1</b> |
| pg. 113 | 12. | <b>FY 20/21 NCCSIF Administration Budget</b><br><i>The Committee will review and may recommend the Admin budget.</i>   | <b>A</b> | <b>1</b> |
| pg. 117 | 13. | <b>Strategic Plan Update</b><br><i>The Committee will discuss the latest Plan draft and future needs for programs and services and provide recommendations to Board.</i>   | <b>I</b> | <b>1</b> |
| pg. 119 | 14. | <b>Revisions To Liability Counsel List; P&amp;P A-9 Attachment A</b><br><br><b>a. New Addition-Kronick Moskovitz Tiedemann &amp; Girard</b><br><i>The Committee will review and may approve the Claims Committee's recommendation to include attorneys from Kronick Moskovitz</i>  | <b>A</b> | <b>1</b> |
| pg. 125 |     | <b>b. New Addition-Liebert Cassidy Whitmore</b><br><i>The Committee will review and may approve the Claims Committee's recommendations to include attorney from Liebert Cassidy Whitmore.</i>  |          |          |





BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item E.**

**CONSENT CALENDAR**

**ACTION ITEM**

**ISSUE:** Items on the Consent Calendar should be reviewed by the Executive Committee, and if any item requires clarification or amendment, such item(s) should be pulled from the agenda for separate discussion. *Items pulled from the Consent Calendar by a member will be placed back on the agenda in order determined by the President.*

**RECOMMENDATION:** Adoption of the Consent Calendar after review by the Committee.

**FISCAL IMPACT:** None.

**BACKGROUND:** The Executive Committee places the following items on the Consent Calendar for adoption. The Executive Committee may accept the Consent Calendar as presented, or pull items for discussion and separate action while accepting the remaining items.

**ATTACHMENT(S):**

1. Executive Committee Meeting Minutes - March 26, 2020
2. Check Register from March 1, 2020 to April 30, 2020
3. Investment Reports
  - a. Chandler Asset Management Short/Long Term - March 2020 to April 2020
  - b. Local Agency Investment Fund (LAIF) Report as of March 31, 2020
  - c. Treasurer's Report as of March 31, 2020



**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND  
EXECUTIVE COMMITTEE MINUTES  
VIA TELECONFERENCE  
MARCH 26, 2020**

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**COMMITTEE MEMBERS PRESENT**

Liz Ehrenstrom, City of Oroville - President (**Chair**)  
Kristine Haile, City of Folsom - Vice President  
Tim Sailsbery, City of Willows - Treasurer  
Gina Will, Town of Paradise - Secretary  
Elisa Arteaga, City of Gridley  
Loree McCay, City of Nevada City  
Veronica Rodriguez, City of Lincoln - CJPRMA Board Representative  
Stephanie Van Steyn, City of Galt  
Jen Lee, City of Rio Vista

**OTHER MEMBERS PRESENT**

Jennifer Styczynski, Marysville

**CONSULTANTS & GUESTS**

Marcus Beverly, Alliant Insurance Services	Michael Simmons, Alliant Insurance Services
Raychelle Maranan, Alliant Insurance Services	Jenna Wirkner, Alliant Insurance Services
Conor Boughey, Alliant Insurance Services	James Marta, James Marta & Co.
Dori Zumwalt, Sedgwick	

**A. CALL TO ORDER**

Chair Liz Ehrenstrom called the meeting to order at 10:03 a.m.

**B. ROLL CALL**

Roll call was made and the above mentioned members were present constituting a quorum.

**C. APPROVAL OF AGENDA AS POSTED**

**A motion was made to approve the Agenda as posted.**

**MOTION:** Loree McCay

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**D. PUBLIC COMMENTS**

There were no public comments.



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**E. CONSENT CALENDAR**

1. Executive Committee Meeting Minutes - December 4, 2019
2. Check Register from January 1, 2020 to February 28, 2020
3. Investment Reports
  - a. Chandler Asset Management Short/Long Term - January 2020 to February 2020
  - b. Local Agency Investment Fund (LAIF) Report as of December 31, 2019
  - c. Treasurer's Report as of December 31, 2019

**A motion was made to approve the consent calendar as presented.**

**MOTION:** Kristine Haile

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**F. GENERAL RISK MANAGEMENT ISSUES.**

Mr. Marcus Beverly, recommended taking current issues up at the Risk Management Committee Meeting.

**G. ADMINISTRATION REPORTS**

**G.1. President's Report**

Any concerns or need advice please reach out.

**G.2. CJPRMA Update**

Veronica Rodriguez gave a brief CJPRMA update that the meeting was cancelled. Marcus Beverly updated they group that the meeting is rescheduled to April 16<sup>th</sup> and they will be making the decision on if they will be requiring members to move from a \$500,000 SIR to a \$750,000 SIR.

**G.3. Program Administrator's Report**

Mr. Beverly reminded everyone about completing form 700. Raychelle Maranan reported that seven members haven't filed annual statements.

Mr. Beverly introduced Alliant Insurance Services new team member, Jenna Wirkner. She will be helping Ray with administrative tasks.



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**G.4. FY 19/20 EIA Member Annual Report**

Mr. Beverly gave a brief update on CSAC-EIA. They will be changing their name to PRISM. The report included in the agenda packet estimated NCCSIF savings of approximately half a million dollars for 20/21. PRISM is one of the largest pools in the country and remains strong.

**H. JPA BUSINESS**

**H.1. Actuarial Study for Worker's Compensation Program**

**a. Actuarial Study for Worker's Compensation Program**

Mr. Beverly gave an overview on the Actuarial Study for Workers Compensation. The overall rate is up 3.7% for FY 20/21, about the same increase for both the banking and shared layers. The NorCal Cities target is to fund at the 80% confidence level, and the last two years we have funded at that level. The total liabilities went up \$4.6M, with overall funding for liabilities still above the 90% confidence level. Big losses occurred in 16/17 and 18/19 and have impacted the Shared Layer.

**A motion was made to request actuary to finalize report and present to the board.**

**MOTION:** Kristine Haile

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**b. Actuarial Study for Liability Program**

Mr. Beverly gave an overview on the Actuarial Study for the Liability program. Both the \$500,000 and \$750,000 SIR analyses are shown because CJPRMA may require members to move to a minimum \$750,000 SIR. At the current SIR the rate is increasing 6.7% for FY 20/21, an increase of just 1.2% in the Banking Layer compared to 11.8% in the Shared Layer. Estimated liabilities at the 90% Confidence Level (CL) are \$12M compared to \$10.6M last year. With assets estimated at \$16.2M the program has a net position of \$4.2M compared to \$3.3M last year.

**A motion was made to have actuary finalize report and present to the board.**

**MOTION:** Kristine Haile

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**H.2. Worker's Compensation Program**



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**a. Annual Banking Plan Adjustments-James Marta & Company**

James Marta presented the Annual Banking Plan Adjustments. He adjusted the equity shown in the exhibit with new actuary report and compared to the benchmarks of ten times the SIR plus assets to cover liabilities at the 90% confidence level. He illustrated how much equity NCCSIF would need to cover claims at certain levels and discussed members that are below and above the target. The typical recommendation is 35% of the available equity or net position and a 20% assessment for those members below the benchmarks. The EC reviewed the recommendation for board approval. Marcus added 20% of the total deficit for the assessment is per policy, the dividend of 35% is recommended in the policy.

**A motion was made to recommend to the Board to approve a dividend of 35% of the available Net Position per member, with an assessment of 20% of a member's current deficit.**

**MOTION:** Gina Will

**SECOND:** Kristine Haile

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**b. Annual Shared Risk Plan Adjustments-Alliant Insurance Services**

Mr. Beverly gave a brief overview of the Annual Shared Risk Plan Adjustments. Shared Layer funds over the benchmark are distributed to all members pro-rata based on contributions over a rolling ten-year period. Funds above estimated liabilities at the 90% confidence level and/or 5 times the SIR (\$2.25M) are available for distribution. The recommended dividend is half of the available amount of \$886,000, or \$443,000.

**A motion was made a move to approve refund no more that 50% available amount by member.**

**MOTION:** Elisa Arteaga

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**c. FY 20/21 Deposit Premium Calculations**

Mr. Beverly gave a brief overview of the FY 20/21 Deposit Premium Calculations. The overall increase is 9.7%, including a total payroll increase of 7%. Minor adjustments might be made to administration budget. No one hit the 40% cap, with the largest increase of 31% driven by a 20% payroll increase. Recommended remaining at the 80% confidence level.

**A motion was made to maintain the 80% confidence level.**



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**MOTION:** Kristine Haile

**SECOND:** Loree McCay

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**H.3 Liability Program**

**a. Annual Banking Plan Adjustments-James Marta & Company**

James Marta gave an overview of the Annual Banking Plan Adjustments. Total available funds over the benchmarks are \$2.5M, with only two members in a deficit position. The recommendation per policy is to return 35% of the available net position to those with balances above the benchmarks and assess 20% of the amount to the two members below the benchmark.

**A motion was made to recommend to the board dividends of 35% and assessments of 20 %**

**MOTION:** Kristine Haile

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**b. Annual Shared Risk Plan Adjustments-Alliant Insurance Services**

Mr. Beverly gave an overview of the Annual Shared Risk Plan Adjustments. Recommending no refund or assessment. The program has about \$6M in expected liabilities and \$3.2M in Net Position, with \$798,000 in assets above the 90% CL. With the slow increases in assets over the last few years and the prospect of a higher SIR for FY 20/21 the recommendation is to continue building up the program's assets to prepare to take on more risk.

**A motion was made to recommend no refund or assessments.**

**MOTION:** Kristine Haile

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**c. FY 20/21 Deposit Premium Calculations**

Mr. Beverly gave a brief overview of the Deposit Premium Calculations. Both the \$500,000 and \$750,000 SIR budgets are prepared. The total funding increases to \$7,803,904, an increase of \$316,355, or 19.2%, over the current funding. The Shared Layer funding increases by 19.5% or \$558,000. This would cause 6 additional members to hit the 25% cap, so the Program



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Administrators recommended raising the cap for the \$750,000 SIR option to 30% for this year. Also maintain an 80% confidence level and determine the SIR after the CJMPRA Meeting.

**A motion was made to maintain the 80% confidence level with SIR options TBD.**

**MOTION:** Kristine Haile

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None.

**H.4 RFP Responses for Independent Financial Audit Services**

Mr. Beverly shared and discussed score cards from three member reviews of the four proposals. Members commented on scoring and auditors. Members shared experiences with different firms. The consensus was made to recommend that they continue with Crowe.

**A motion was made to recommend continuing with Crowe to the Board.**

**MOTION:** Kristine Haile

**SECOND:** Loree McCay

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None.

**H.5 FY 20/21 NCCSIF Administration Budget**

Mr. Beverly reviewed the current budget with the group. General Administration budget increases are based on contracted services with no surprises. The claim audit is a little higher because of work comp, safety services remain the same, waiting on Lexipol pricing, biggest change is estimate of next year's state fraud assessment. Will have the final budget by the Board meeting.

**H.6 Resolution Establishing Local Claims Procedure Regulations**

Mr. Beverly reviewed the tort claim exceptions. Any member or NorCal Cities itself can pass your own more restrictive tort claim act. Categories are fairly specific. Reviewed resolution 20-03. Recommend that the Board pass this resolution and individual members do so as well.

**A motion was made to recommend resolutions 20-03.**

**MOTION:** Gina Will

**SECOND:** Kristine Haile

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None



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**H.7 Policy and Procedure Revisions**

- a. A-17 Shared Risk Layer Plan Target Funding Policy
- b. A-15 Travel Expenses

Mr. Beverly reviewed policy and procedure revisions. Updated and cleaned up the language for both A-17 and A-15 policies, with additional goals set for the Funding Policy as discussed at the last Board meeting.

**A motion was made to recommend the approval of policy changes to the Board.**

**MOTION:** Kristine Haile

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**H.8 Long-Range Planning Follow-Up**

Mr. Beverly reviewed the draft Long-Range Planning updates. The next Risk Management Committee meeting will include a review of the draft and chance for additional suggestions, including focus on sidewalk repair and other services. Continue to strengthen financial position.

**H.9 FY 20/21 NorCal Cities Officers**

Mr. Beverly gave a brief overview of officer changes. Liz will be leaving the Board. Discussed Jennifer Styczynski serving as Secretary. Also discussed Dave Warren being nominated for Vice President and mentoring new EC members.

**A motion was made to recommend Jennifer Styczynski for Secretary and Dave Warren for Vice President.**

**MOTION:** Loree McCay

**SECOND:** Gina Will

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee

**Nays:** None

**H.10 Preliminary 20/21 Meeting Calendar**

Check your calendars and make sure you don't have conflicts. Recommend approval of the 20/21 meeting dates.

**A motion was made to recommend the approval of the 20/21 Meeting Calendar to the board.**

**MOTION:** Elisa Arteaga

**SECOND:** Gina Will

**MOTION CARRIED**



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**UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee  
**Nays:** None

**H.11 NorCal Cities Excess Cyber Coverage Proposal**

Mr. Beverly reviewed the Excess Cyber Coverage Proposal, either binding separately or binding as a group. If group purchases will most likely allocate this by insured property values. Will get no break on premium if continue to wait so arrange to have the Board bind it by email.

**A motion was made to bind the coverage pending email notice to the Board approving the \$3M x \$2M with aggregate shared coverage at a \$4M limit.**

**MOTION:** Gina Will

**SECOND:** Kristine Haile

**MOTION CARRIED  
UNANIMOUSLY**

**Ayes:** Ehrenstrom, Haile, Will, Arteaga, McCay, Rodriguez, Van Steyn, Lee  
**Nays:** None

**H.12 FY 20/21 Property Renewal Update**

Mr. Beverly provided an update on the property renewal. Good news, we won't have as big of an increase this year. However, even "regular" risks are seeing 18-23% increases. NorCal Cities is a loss leader with a 234% loss ratio. The under writers are trying to keep the increase in the average range by adding a wildfire deductible with \$2.5M deductible. We are still negotiating and at this point will only to apply to Paradise. We will have final numbers by the first of June.

**I. INFORMATION ITEMS**

1. NCCSIF Organizational Chart
2. NCCSIF 2020 Meeting Calendar

There was no discussion on these items.

**J. ADJOURNMENT**

The meeting was adjourned at 12:22 p.m.

Respectfully Submitted,

\_\_\_\_\_  
Gina Will, Secretary

\_\_\_\_\_  
Date

**Company Name:** NCCSIF  
**Report Name:** NCCSIF Check Register Board Report  
**Created On:** 4/22/2020

Check#	Date	Vendor	Account Title	Account	Memo	Amount
11777	4/3/2020	York	Claims Admin - Monthl	52300	03/20 Mthly WC Claims Admin Fee	50,699.33
11778	4/3/2020	York Risk Svcs Grp Inc.	On Site	52204	04/20 Safety and Risk Ctrl Svcs	14,873.33
				52204	03/20 Safety and Risk Ctrl Svcs	14,873.34
11779	4/3/2020	York	Claims Admin - Liab	51135	03/20 Mthly Liab Claims Admin Fee	20,661.66
11780	4/3/2020	Prime Actuarial Cons	Actuarial Services	52104	Actuarial Review-Self-Ins Lia/WC Prog	10,380.00
11781	4/3/2020	CAM, Inc.	Investment Income	44040	March 2020	4,776.13
11782	4/3/2020	JM and Co, LLP	Accounting Services	52403	Monthly Acctg Svcs - Mar 2020	8,800.00
11783	4/3/2020	Alliant Ins Svcs Inc	Program Admin Fee	52401	April Monthly Installment	28,248.83
11784	4/21/2020	City of Nevada City	Member Trng and RM	52207	2019 League of Small Cities Conf	1,850.00
			Member Trng and RM	52207	12/19 Governance Training	2,150.00
			Police RM Grant Funds	52209	4.16.20 Axon-Body Cam Storage Fees	1,515.00
11785	4/21/2020	City of Oroville	Member Trng and RM	52207	PARMA 2020 Annual RM Conf	1,554.72
11786	4/21/2020	Alliant Ins Svcs Inc	Other Ins Exp	54150	APIP Excess Cyber Liab	21,053.00
11787	4/21/2020	York Risk Svcs Grp Inc.	Claims Admin - Liab	51135	Mar 2020 Liab Service Fees	1,931.70



# Northern CA Cities Self Ins. Fund Short Term - Account #170

## MONTHLY ACCOUNT STATEMENT

MARCH 1, 2020 THROUGH MARCH 31, 2020

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904) 645-1918

**CHANDLER ASSET MANAGEMENT**  
chandlerasset.com

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



**PORTFOLIO CHARACTERISTICS**

Average Modified Duration	2.53
Average Coupon	2.24%
Average Purchase YTM	2.13%
Average Market YTM	1.02%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.78 yrs
Average Life	2.63 yrs

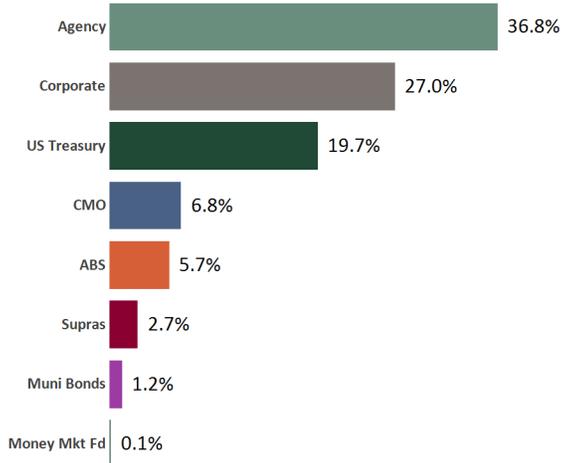
**ACCOUNT SUMMARY**

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	27,518,820	27,668,116
Accrued Interest	133,636	119,212
<b>Total Market Value</b>	<b>27,652,456</b>	<b>27,787,328</b>
Income Earned	51,212	48,664
Cont/WD		0
Par	26,707,323	26,761,206
Book Value	26,810,821	26,881,081
Cost Value	26,797,735	26,870,767

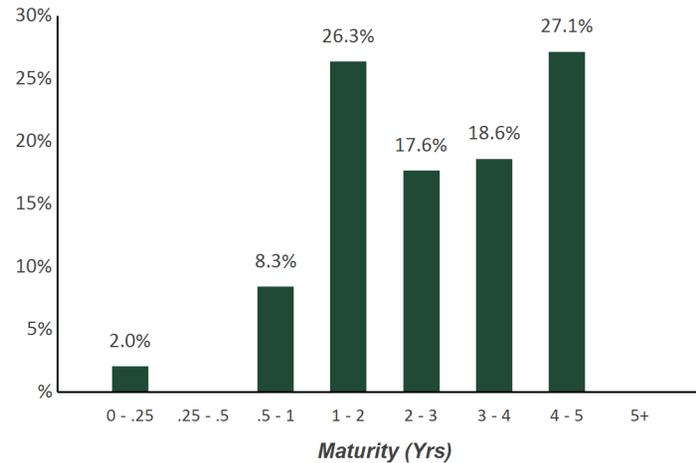
**TOP ISSUERS**

Government of United States	19.7%
Federal National Mortgage Assoc	15.7%
Federal Home Loan Bank	14.8%
Federal Home Loan Mortgage Corp	13.0%
John Deere ABS	2.0%
Inter-American Dev Bank	2.0%
Honda ABS	1.8%
Deere & Company	1.4%
<b>Total</b>	<b>70.5%</b>

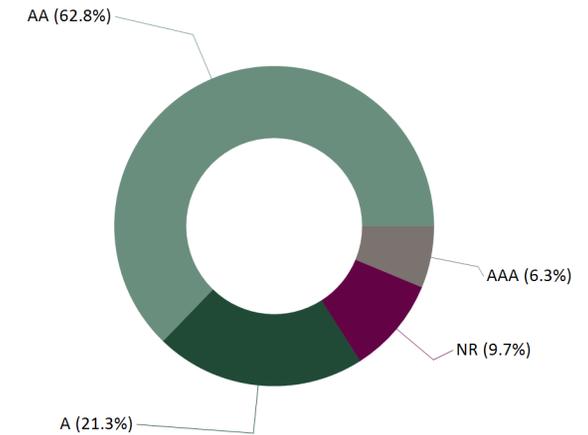
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	12/31/1997	
Northern CA Cities Self Ins. Fund Short Term	0.49%	2.35%	2.35%	5.54%	4.47%	3.02%	2.20%	2.11%	3.90%	
ICE BAML 1-5 Year US Treasury/Agency Index	1.69%	3.75%	3.75%	6.80%	4.95%	3.25%	2.25%	1.99%	3.65%	
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	1.28%	3.29%	3.29%	6.45%	4.85%	3.21%	2.27%	2.10%	3.74%	

# Statement of Compliance

As of March 31, 2020



## Northern California Cities Self-Insurance Fund - Short Term

The portfolio complies with state law and with the Client's investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Government & Agencies	No limitation; Include: mortgage-backed, mortgage passthrough securities, and collateralized mortgage obligations issued by the federal government or federal agency/GSE issuers	Complies
Supranationals	AA rating category or better by a NRSRO; 30% maximum; 5 years max maturity; Issued by IBRD, IFC or IADB only	Complies
Municipal Securities	5 years max maturity	Complies
Asset-Backed & Mortgage-Backed Securities	AA rating category or better by a NRSRO; 20% maximum; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by a NRSRO; 25% maximum; 270 days max maturity	Complies
Corporate Medium Term Notes	A rating category or better by a NRSRO; 30% maximum; 5 years max maturity	Complies
Money Market Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit; Collateralized Bank Deposits	5 years max maturity	Complies
LAIF	Maximum as law permits	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
Prohibited	Common or preferred stocks, convertible or junk bonds, commodities, options, limited partnerships, GICs, Reverse repurchase agreements, uninsured deposits, Inverse floaters; ranges notes, mortgage derived, interest only strips, Zero interest accrual securities if held to maturity; Investments denominated in Non-USD; Collateralized Mortgage Obligations (CMOs) with collateral not specifically GNMA, FHLMC, or FNMA; Purchasing or selling securities on margin Securities lending or any other form of borrowing or leverage	Complies
Max Per Issuer	5% per issuer or institution unless explicitly stated in the policy, excluding U.S. government, agency, investment pool, and money market funds	Complies
Maximum Maturity	10 years	Complies

## Reconciliation Summary

As of March 31, 2020



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$26,810,820.65</b>
<b>Acquisition</b>		
+ Security Purchases	\$912,428.50	
+ Money Market Fund Purchases	\$518,476.22	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,430,904.72</b>
<b>Dispositions</b>		
- Security Sales	\$806,546.10	
- Money Market Fund Sales	\$522,669.25	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$36,923.76	
<b>Total Dispositions</b>		<b>\$1,366,139.11</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	(\$1,676.97)	
		(\$1,676.97)
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$7,171.71	
		\$7,171.71
<b>ENDING BOOK VALUE</b>		<b>\$26,881,081.00</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$43,093.30</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$806,546.10	
Accrued Interest Received	\$2,797.28	
Interest Received	\$62,690.65	
Dividend Received	\$297.39	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$36,923.76	
<b>Total Acquisitions</b>	<b>\$909,255.18</b>	
<b>Dispositions</b>		
Withdrawals	\$0.00	
Security Purchase	\$912,428.50	
Accrued Interest Paid	\$1,019.71	
<b>Total Dispositions</b>	<b>\$913,448.21</b>	
<b>ENDING BOOK VALUE</b>		<b>\$38,900.27</b>



# Northern Cal. Cities Self Ins. Fund Long Term - Account #171

## MONTHLY ACCOUNT STATEMENT

MARCH 1, 2020 THROUGH MARCH 31, 2020

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904) 645-1918

**CHANDLER ASSET MANAGEMENT**  
chandlerasset.com

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



**PORTFOLIO CHARACTERISTICS**

Average Modified Duration	3.60
Average Coupon	2.40%
Average Purchase YTM	2.33%
Average Market YTM	1.13%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	3.90 yrs
Average Life	3.84 yrs

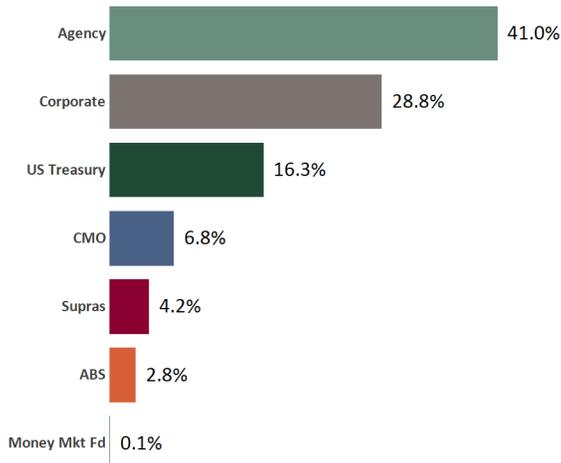
**ACCOUNT SUMMARY**

	Beg. Values as of 2/29/20	End Values as of 3/31/20
Market Value	29,032,755	29,263,055
Accrued Interest	162,876	131,764
<b>Total Market Value</b>	<b>29,195,631</b>	<b>29,394,819</b>
Income Earned	55,535	54,322
Cont/WD		0
Par	27,763,275	27,842,125
Book Value	27,818,105	27,915,141
Cost Value	27,797,437	27,896,167

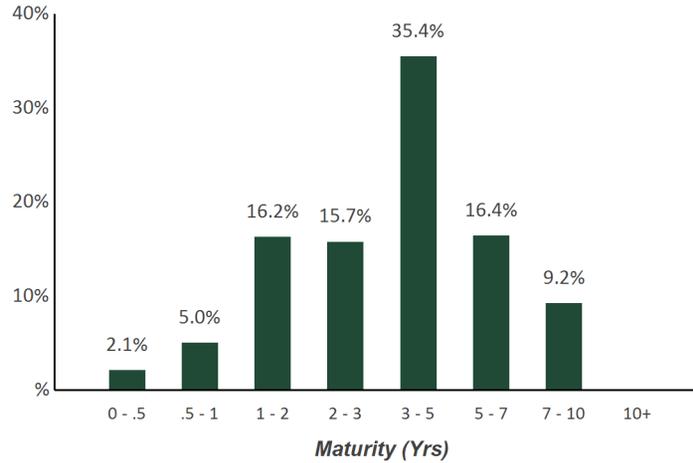
**TOP ISSUERS**

Federal Home Loan Bank	19.9%
Government of United States	16.3%
Federal Home Loan Mortgage Corp	12.7%
Federal National Mortgage Assoc	10.1%
Tennessee Valley Authority	5.2%
Inter-American Dev Bank	3.6%
US Bancorp	1.5%
State Street Bank	1.4%
<b>Total</b>	<b>70.5%</b>

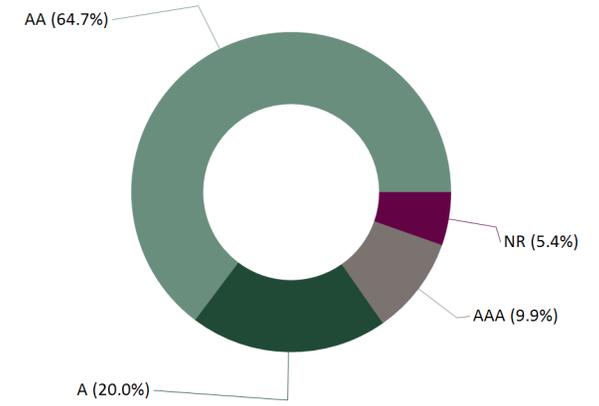
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	5/31/2006	
Northern Cal. Cities Self Ins. Fund Long Term	0.68%	3.41%	3.41%	7.34%	5.68%	3.82%	2.78%	3.00%	3.97%	
ICE BAML 1-10 Yr US Treasury/Agency Index	2.13%	5.20%	5.20%	8.89%	6.28%	4.10%	2.76%	2.82%	3.72%	
ICE BAML 1-10 Yr US Corporate/Govt Rated AAA-A Idx	0.95%	3.86%	3.86%	7.93%	5.98%	3.98%	2.80%	3.03%	3.80%	

## Reconciliation Summary

As of March 31, 2020



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$27,818,105.40</b>
<b>Acquisition</b>		
+ Security Purchases	\$784,635.40	
+ Money Market Fund Purchases	\$303,098.19	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,087,733.59</b>
<b>Dispositions</b>		
- Security Sales	\$562,097.19	
- Money Market Fund Sales	\$399,217.63	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$40,031.03	
<b>Total Dispositions</b>		<b>\$1,001,345.85</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	(\$953.69)	
		(\$953.69)
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$11,601.22	
		\$11,601.22
<b>ENDING BOOK VALUE</b>		<b>\$27,915,140.67</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$119,672.08</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$562,097.19	
Accrued Interest Received	\$870.41	
Interest Received	\$86,729.55	
Dividend Received	\$72.03	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$40,031.03	
<b>Total Acquisitions</b>	<b>\$689,800.21</b>	
<b>Dispositions</b>		
Withdrawals	\$0.00	
Security Purchase	\$784,635.40	
Accrued Interest Paid	\$1,284.24	
<b>Total Dispositions</b>	<b>\$785,919.64</b>	
<b>ENDING BOOK VALUE</b>		<b>\$23,552.64</b>

# Statement of Compliance

As of March 31, 2020



## Northern California Cities Self-Insurance Fund - Long Term

The portfolio complies with state law and with the Client's investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Government & Agencies	No limitation; Include: mortgage-backed, mortgage passthrough securities, and collateralized mortgage obligations issued by the federal government or federal agency/GSE issuers	Complies
Supranationals	AA rating category or better by a NRSRO; 30% maximum; 5 years max maturity; Issued by IBRD, IFC or IADB only	Complies
Municipal Securities	5 years max maturity	Complies
Asset-Backed & Mortgage-Backed Securities	AA rating category or better by a NRSRO; 20% maximum; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by a NRSRO; 25% maximum; 270 days max maturity	Complies
Corporate Medium Term Notes	A rating category or better by a NRSRO; 30% maximum; 5 years max maturity	Complies
Money Market Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit; Collateralized Bank Deposits	5 years max maturity	Complies
LAIF	Maximum as law permits	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
Prohibited	Common or preferred stocks, convertible or junk bonds, commodities, options, limited partnerships, GICs, Reverse repurchase agreements, uninsured deposits, Inverse floaters; ranges notes, mortgage derived, interest only strips, Zero interest accrual securities if held to maturity; Investments denominated in Non-USD; Collateralized Mortgage Obligations (CMOs) with collateral not specifically GNMA, FHLMC, or FNMA; Purchasing or selling securities on margin Securities lending or any other form of borrowing or leverage	Complies
Max Per Issuer	5% per issuer or institution unless explicitly stated in the policy, excluding U.S. government, agency, investment pool, and money market funds	Complies
Maximum Maturity	10 years	Complies



# Northern CA Cities Self Ins. Fund Short Term - Account #170

## MONTHLY ACCOUNT STATEMENT

APRIL 1, 2020 THROUGH APRIL 30, 2020

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904) 645-1918

**CHANDLER ASSET MANAGEMENT**  
chandlerasset.com

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



**PORTFOLIO CHARACTERISTICS**

Average Modified Duration	2.53
Average Coupon	2.22%
Average Purchase YTM	2.10%
Average Market YTM	0.71%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.77 yrs
Average Life	2.63 yrs

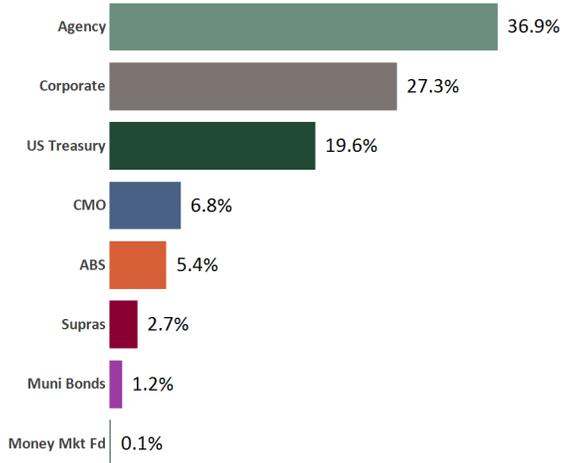
**ACCOUNT SUMMARY**

	Beg. Values as of 3/31/20	End Values as of 4/30/20
Market Value	27,668,116	27,855,428
Accrued Interest	119,212	132,499
<b>Total Market Value</b>	<b>27,787,328</b>	<b>27,987,928</b>
Income Earned	48,664	47,883
Cont/WD		-1,038
Par	26,761,206	26,801,020
Book Value	26,881,081	26,918,358
Cost Value	26,870,767	26,911,271

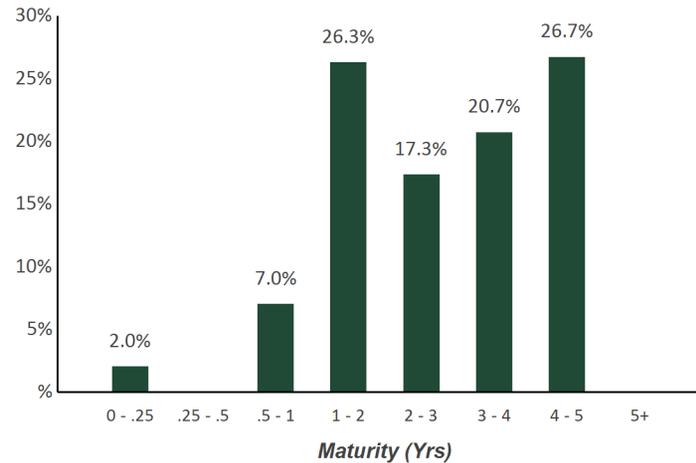
**TOP ISSUERS**

Government of United States	19.6%
Federal National Mortgage Assoc	16.0%
Federal Home Loan Bank	14.7%
Federal Home Loan Mortgage Corp	13.0%
Inter-American Dev Bank	2.0%
John Deere ABS	1.9%
Honda ABS	1.7%
Deere & Company	1.4%
<b>Total</b>	<b>70.3%</b>

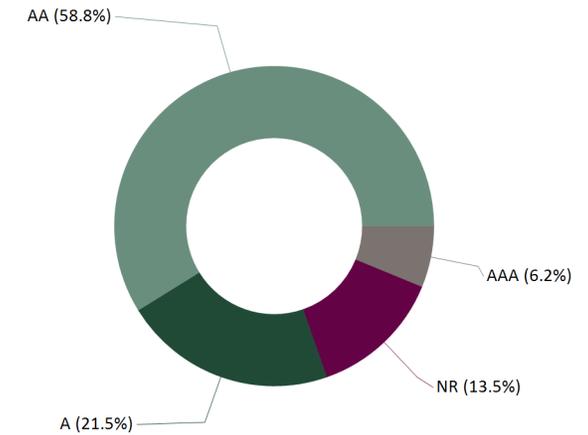
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

TOTAL RATE OF RETURN	Annualized								
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	12/31/1997
Northern CA Cities Self Ins. Fund Short Term	0.73%	2.25%	3.09%	6.11%	4.96%	3.15%	2.35%	2.13%	3.92%
ICE BAML 1-5 Year US Treasury/Agency Index	0.09%	2.96%	3.85%	6.73%	5.18%	3.17%	2.26%	1.96%	3.64%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.34%	2.76%	3.65%	6.63%	5.19%	3.21%	2.33%	2.09%	3.74%

# Statement of Compliance

As of April 30, 2020



## Northern California Cities Self-Insurance Fund - Short Term

The portfolio complies with state law and with the Client's investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Government & Agencies	No limitation; Include: mortgage-backed, mortgage passthrough securities, and collateralized mortgage obligations issued by the federal government or federal agency/GSE issuers	Complies
Supranationals	AA rating category or better by a NRSRO; 30% maximum; 5 years max maturity; Issued by IBRD, IFC or IADB only	Complies
Municipal Securities	5 years max maturity	Complies
Asset-Backed & Mortgage-Backed Securities	AA rating category or better by a NRSRO; 20% maximum; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by a NRSRO; 25% maximum; 270 days max maturity	Complies
Corporate Medium Term Notes	A rating category or better by a NRSRO; 30% maximum; 5 years max maturity	Complies
Money Market Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit; Collateralized Bank Deposits	5 years max maturity	Complies
LAIF	Maximum as law permits	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
Prohibited	Common or preferred stocks, convertible or junk bonds, commodities, options, limited partnerships, GICs, Reverse repurchase agreements, uninsured deposits, Inverse floaters; ranges notes, mortgage derived, interest only strips, Zero interest accrual securities if held to maturity; Investments denominated in Non-USD; Collateralized Mortgage Obligations (CMOs) with collateral not specifically GNMA, FHLMC, or FNMA; Purchasing or selling securities on margin Securities lending or any other form of borrowing or leverage	Complies
Max Per Issuer	5% per issuer or institution unless explicitly stated in the policy, excluding U.S. government, agency, investment pool, and money market funds	Complies
Maximum Maturity	10 years	Complies

## Reconciliation Summary

As of April 30, 2020



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$26,881,081.00</b>
<b>Acquisition</b>		
+ Security Purchases	\$474,021.50	
+ Money Market Fund Purchases	\$473,593.85	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$947,615.35</b>
<b>Dispositions</b>		
- Security Sales	\$368,471.15	
- Money Market Fund Sales	\$474,021.50	
- MMF Withdrawals	\$1,037.50	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$68,720.63	
<b>Total Dispositions</b>		<b>\$912,250.78</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	(\$1,805.85)	
		(\$1,805.85)
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$3,718.30	
		\$3,718.30
<b>ENDING BOOK VALUE</b>		<b>\$26,918,358.02</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$38,900.27</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$368,471.15	
Accrued Interest Received	\$794.64	
Interest Received	\$35,581.48	
Dividend Received	\$25.95	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$68,720.63	
<b>Total Acquisitions</b>	<b>\$473,593.85</b>	
<b>Dispositions</b>		
Withdrawals	\$1,037.50	
Security Purchase	\$474,021.50	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$475,059.00</b>	
<b>ENDING BOOK VALUE</b>		<b>\$37,435.12</b>



# Northern Cal. Cities Self Ins. Fund Long Term - Account #171

## MONTHLY ACCOUNT STATEMENT

APRIL 1, 2020 THROUGH APRIL 30, 2020

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904) 645-1918

**CHANDLER ASSET MANAGEMENT**  
chandlerasset.com

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*

# Statement of Compliance

As of April 30, 2020



## Northern California Cities Self-Insurance Fund - Long Term

The portfolio complies with state law and with the Client's investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Government & Agencies	No limitation; Include: mortgage-backed, mortgage passthrough securities, and collateralized mortgage obligations issued by the federal government or federal agency/GSE issuers	Complies
Supranationals	AA rating category or better by a NRSRO; 30% maximum; 5 years max maturity; Issued by IBRD, IFC or IADB only	Complies
Municipal Securities	5 years max maturity	Complies
Asset-Backed & Mortgage-Backed Securities	AA rating category or better by a NRSRO; 20% maximum; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by a NRSRO; 25% maximum; 270 days max maturity	Complies
Corporate Medium Term Notes	A rating category or better by a NRSRO; 30% maximum; 5 years max maturity	Complies
Money Market Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Mutual Funds	Highest ratings by two NRSROs; 20% maximum	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit; Collateralized Bank Deposits	5 years max maturity	Complies
LAIF	Maximum as law permits	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
Prohibited	Common or preferred stocks, convertible or junk bonds, commodities, options, limited partnerships, GICs, Reverse repurchase agreements, uninsured deposits, Inverse floaters; ranges notes, mortgage derived, interest only strips, Zero interest accrual securities if held to maturity; Investments denominated in Non-USD; Collateralized Mortgage Obligations (CMOs) with collateral not specifically GNMA, FHLMC, or FNMA; Purchasing or selling securities on margin Securities lending or any other form of borrowing or leverage	Complies
Max Per Issuer	5% per issuer or institution unless explicitly stated in the policy, excluding U.S. government, agency, investment pool, and money market funds	Complies
Maximum Maturity	10 years	Complies



**PORTFOLIO CHARACTERISTICS**

Average Modified Duration	3.58
Average Coupon	2.37%
Average Purchase YTM	2.30%
Average Market YTM	0.80%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	3.87 yrs
Average Life	3.80 yrs

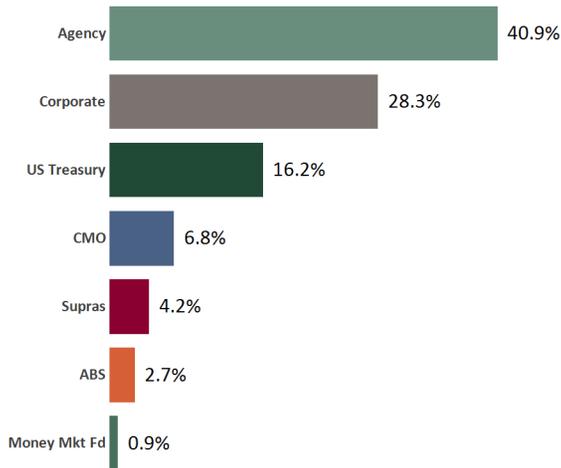
**ACCOUNT SUMMARY**

	Beg. Values as of 3/31/20	End Values as of 4/30/20
Market Value	29,263,055	29,484,594
Accrued Interest	131,764	152,730
<b>Total Market Value</b>	<b>29,394,819</b>	<b>29,637,324</b>
Income Earned	54,322	55,137
Cont/WD		0
Par	27,842,125	27,881,524
Book Value	27,915,141	27,953,225
Cost Value	27,896,167	27,935,425

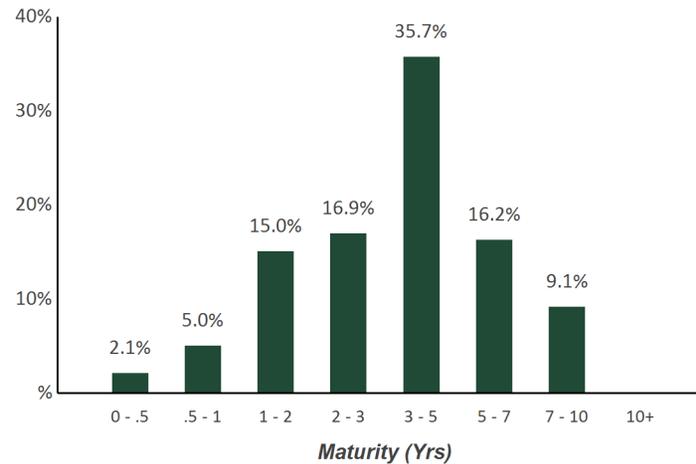
**TOP ISSUERS**

Federal Home Loan Bank	19.7%
Government of United States	16.2%
Federal Home Loan Mortgage Corp	12.6%
Federal National Mortgage Assoc	10.3%
Tennessee Valley Authority	5.2%
Inter-American Dev Bank	3.5%
US Bancorp	1.5%
State Street Bank	1.4%
<b>Total</b>	<b>70.3%</b>

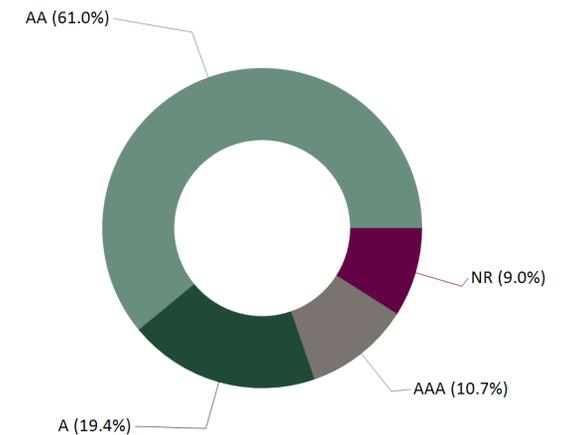
**SECTOR ALLOCATION**



**MATURITY DISTRIBUTION**



**CREDIT QUALITY (S&P)**



**PERFORMANCE REVIEW**

TOTAL RATE OF RETURN	Annualized									
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	5/31/2006	
Northern Cal. Cities Self Ins. Fund Long Term	0.82%	2.95%	4.26%	8.11%	6.32%	3.93%	2.96%	3.00%	4.00%	
ICE BAML 1-10 Yr US Treasury/Agency Index	0.18%	3.96%	5.39%	9.03%	6.67%	3.99%	2.82%	2.77%	3.71%	
ICE BAML 1-10 Yr US Corporate/Govt Rated AAA-A Idx	0.79%	3.26%	4.68%	8.66%	6.66%	4.07%	2.98%	3.03%	3.84%	

## Reconciliation Summary

As of April 30, 2020



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$27,915,140.68</b>
<b>Acquisition</b>		
+ Security Purchases	\$439,093.60	
+ Money Market Fund Purchases	\$685,381.17	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,124,474.77</b>
<b>Dispositions</b>		
- Security Sales	\$373,855.40	
- Money Market Fund Sales	\$439,093.60	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$240,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$36,888.52	
<b>Total Dispositions</b>		<b>\$1,089,837.52</b>
<b>Amortization/Accretion</b>		
+/- Net Accretion	(\$466.55)	
		(\$466.55)
<b>Gain/Loss on Dispositions</b>		
+/- Realized Gain/Loss	\$3,913.91	
		\$3,913.91
<b>ENDING BOOK VALUE</b>		<b>\$27,953,225.29</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$23,552.65</b>
<b>Acquisition</b>		
Contributions	\$0.00	
Security Sale Proceeds	\$373,855.40	
Accrued Interest Received	\$2,145.49	
Interest Received	\$32,425.11	
Dividend Received	\$66.65	
Principal on Maturities	\$240,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$36,888.52	
<b>Total Acquisitions</b>	<b>\$685,381.17</b>	
<b>Dispositions</b>		
Withdrawals	\$0.00	
Security Purchase	\$439,093.60	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$439,093.60</b>	
<b>ENDING BOOK VALUE</b>		<b>\$269,840.22</b>



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name	NO CAL CITIES SELF INSUR FUND
Account Number	35-11-001

As of 01/15/2020, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2019.

Earnings Ratio		.00006250085778970
Interest Rate		2.29%
Dollar Day Total	\$	1,103,900,699.42
Quarter End Principal Balance	\$	11,547,087.88
Quarterly Interest Earned	\$	68,994.74

# NCCSIF

## Northern California Cities Self Insurance Fund

c/o Alliant Insurance Services, Inc.  
Corporate Insurance License No. 0C36861

Main Location: 2180 Harvard Street, Suite 460, Sacramento, CA 95815 \* (916) 643-2700 \* Facsimile: (916) 643-2750  
Accounting Location: Mr. James Marta, James Marta & Company, 701 Howe Avenue, Suite E3, Sacramento, CA 95825 \* (916) 993-9494

### NCCSIF INVESTMENT REPORT FOR THE QUARTER ENDING March 31, 2020

	<u>MARKET VALUE</u>
CASH:	
(1) Tri Counties Checking	\$ 183,506.06
(2) Local Agency Inv Fund (LAIF)	<u>12,698,082.62</u>
Total Cash	<u>12,881,588.68</u>
INVESTMENTS (Unrestricted):	
(3) Chandler Investments	
Account no. 170	27,668,116.00
Account no. 171	<u>29,263,055.00</u>
Total Unrestricted Investments	<u>56,931,171.00</u>
TOTAL CASH AND INVESTMENTS	<u>\$69,812,759.68</u>

- (1) This consists of one checking account and two pass-thru accounts (liability and workers comp claims).
- (2) The LAIF rate of return as of quarter ended March 31, 2020 1.89%
- (3) See attached Investment Activity Reports.

THIS PORTFOLIO IS IN COMPLIANCE WITH NCCSIF'S INVESTMENT POLICY AND IS LIQUID ENOUGH TO MEET EXPECTED CASH FLOW NEEDS OVER THE NEXT SIX MONTHS.

  
\_\_\_\_\_  
Tim Sailsbery, Treasurer

5.3.2020  
\_\_\_\_\_  
Date

*A Joint Powers Authority*

Members: Cities of Anderson, Auburn, Colusa, Corning, Dixon, Elk Grove, Folsom, Galt, Gridley, Ione, Jackson, Lincoln, Marysville, Nevada City, Oroville, Town of Paradise, Placerville, Red Bluff, Rio Vista, Rocklin, Willows and Yuba City.



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item F.**

**GENERAL RISK MANAGEMENT ISSUES**

**INFORMATION ITEM**

**ISSUE:** The floor will be open to the Committee for discussion.

**RECOMMENDATION:** None.

**FISCAL IMPACT:** None.

**BACKGROUND:** This is an opportunity for Committee members to ask questions or raise issues on risk exposures common to the members.

**ATTACHMENT(S):** None.



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.1.**

**FINANCIAL AUDITING SERVICES AGREEMENT**

**ACTION ITEM**

**ISSUE:** The Executive Committee selected Crowe LLP to continue as the group's financial auditor.

Attached is Crowe's Engagement Letter confirming the terms of their services, per their proposal.

The agreement was sent to the Program Administrators through DocuSign and so will be approved through that process by Marcus Beverly with the Committee's approval.

**RECOMMENDATION:** Review and approve agreement as presented or revised.

**FISCAL IMPACT:** In the first two years no change in the current fee of \$27,700, increasing to \$28,250 in years three and four, and \$28,800 in year five.

**BACKGROUND:** NorCal Cities issued a Request for Proposals for financial audit services and received four responses. A group of three members reviewed the proposals and made a recommendation to the Executive Committee at their meeting on March 26. The EC approved the proposal from Crowe LLP after review and discussion.

**ATTACHMENT(S):** Crow LLP Engagement Letter



**Crowe LLP**  
Independent Member Crowe Global  
400 Capitol Mall, Suite 1400  
Sacramento, CA 95814-4498  
Tel 916-441-1000  
Fax 916-441-1110  
www.crowe.com

April 8, 2020

Mr. Marcus Beverly  
Northern California Cities Self Insurance Fund  
2150 Harvard Street, Suite 460  
Sacramento, California 95815

Dear Mr. Beverly:

This letter confirms the arrangements for Crowe LLP (“Crowe” or “us” or “we” or “our”) to provide the professional services discussed in this letter to Northern California Cities Self Insurance Fund (“you”, “your” or “Client”). The attached Crowe Engagement Terms, and any attachments thereto, is an integral part of this letter, and its terms are incorporated herein.

#### AUDIT SERVICES

##### Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2020.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining Statement of Net Position and Combining Statement of Revenues, Expenses and Change in Net Position

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management’s Discussion and Analysis
- Reconciliation of Claims Liability by Type of Contract
- Claims Development Information

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we consider internal control relevant to the Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

### The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management

certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

#### OTHER SERVICES

##### Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

##### Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

#### FEES

Our fees, including out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Audit of the Client's financial statements for the year ending June 30, 2020	\$27,700

We will invoice you as our services are rendered.

#### PROVISION FOR FIVE-YEAR PROPOSAL

We have agreed to the following fees for the next four subsequent years as follows:

Audit of the Client's financial statements for the year ending June 30, 2021	\$27,700
Audit of the Client's financial statements for the year ending June 30, 2022	\$28,250
Audit of the Client's financial statements for the year ending June 30, 2023	\$28,250
Audit of the Client's financial statements for the year ending June 30, 2024	\$28,800

Because each year is a separate engagement and this five-year period does not constitute a continuous engagement, we will require execution of a new engagement letter for each subsequent year listed above. However, we agree to the fees listed above for each year unless we both agree in writing to a modification. In recognition of the significant start up investment incurred by Crowe during the initial year of the five-year period, should you terminate Crowe during the five-year period for reasons other than failure of Crowe to perform, you agree to pay our fees and expenses for services performed up to the date of termination (which will be immediately due and payable) and a termination fee of 25% of the next year's fee if terminated after year one or 15% of the next year's fee if terminated after year two.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Our fee assumes that we will be provided with auditable trial balances for all programs at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that subsidiary ledgers will reconcile to the general ledger and that beginning net

position amounts will be reconcilable to prior year audited ending net position. We assume that the Client will cooperate with our requests for information such as explanations of account activity.

We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the Client will prepare any confirmation letters and the MD&A section of the report.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises.

#### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and

against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

\* \* \* \* \*

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Northern California Cities Self Insurance Fund

Crowe LLP

\_\_\_\_\_  
Signature

DocuSigned by:  
*Matthew Nethaway*  
58FD52DD3FC64DF...

\_\_\_\_\_  
Signature

Matthew Nethaway

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Partner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

May 19, 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**THIRD PARTY PROVIDER** – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality. The limitations on Client's remedies, vis-à-vis Crowe, in this Agreement will also apply to any subcontractors.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm

with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

**GENERAL DATA PROTECTION REGULATION COMPLIANCE** – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"),

then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

**INTELLECTUAL PROPERTY** - Any Deliverables, Works, Inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

**DATA USAGE AND AGGREGATIONS** - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE

ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the

engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

**CROWE AND EQUAL OPPORTUNITY** – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

**CROWE GLOBAL NETWORK** – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.



### Report on the Firm's System of Quality Control

December 5, 2019

To the Partners of Crowe LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Crowe LLP has received a peer review rating of *pass*.

*Cherry Bekaert LLP*

Cherry Bekaert LLP

200 South 10th Street, Suite 900, Richmond, VA 23219 | P 804.673.5700 | [cbh.com](http://cbh.com)





American Institute of CPAs  
220 Leigh Farm Road  
Durham, NC 27707-8110

December 12, 2019

James Powers  
Crowe LLP  
225 W Wacker DR Ste 2600  
Chicago, IL 60606-1228

Dear James Powers:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Fawley". The signature is written in a cursive style.

Michael Fawley  
Chair, National PRC  
nprc@aicpa.org  
+1.919.402.4502

National Peer Review Committee

cc: Samuel Johnson, Scot Ivey

Firm Number: 900010014904

Review Number: 564789

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T: 1.919.402.4502 | F: 1.919.402.4876 | nprc@aicpa.org



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.2.**

**JAMES MARTA & COMPANY LLP AGREEMENT FOR  
FINANCIAL ACCOUNTING AND CONSULTING SERVICES**

**ACTION ITEM**

**ISSUE:** The term of the current agreement with James Marta and Company has an option for two additional years, beginning July 1, 2020. The Committee is asked to confirm acceptance of the two optional years of service per the attached agreement.

**RECOMMENDATION:** Confirm acceptance of two optional years of financial services

**FISCAL IMPACT:** Budgeted increase in fees from \$106,170 to \$109,770 in FY 20/21 and \$113,490 in FY 21/22, including \$3,330 per year for software and checking fees.

**BACKGROUND:** James Marta and Co. has provided financial accounting and consulting services to NorCal Cities since 2002.

**ATTACHMENT(S):** James Marta & Co. Agreement

## **AGREEMENT FOR FINANCIAL ACCOUNTING AND CONSULTING SERVICES**

This Agreement is made and entered into effective January 1, 2018, by and between Northern California Cities Self Insurance Fund ("NCCSIF") and James Marta & Company LLP.

**WHEREAS**, NCCSIF requires accounting and consulting services, and James Marta & Company LLP is agreeable to performing such services for NCCSIF;

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

- 1. RETENTION OF ACCOUNTANT.** NCCSIF agrees to retain James Marta & Company LLP to provide Financial Consulting Services for NCCSIF under the terms and conditions set forth in this Agreement, and the NCCSIF JPA Agreement and Bylaws. James Marta & Company LLP agrees to accept that assignment and to perform all of the duties for which the firm has been retained.

### **Scope and Limitations of Work**

We will perform the following services:

We will compile, from information you provide, the monthly financial statements of NCCSIF for each quarter and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services (SSARs) issued by the American Institute of Certified Public Accountants (AICPA).

### **Our Responsibilities**

The objective of our engagement is to:

- a. Prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you; and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.
- c. We will maintain the general ledger, prepare the journal entries.

- 2. DESCRIPTION OF WORK.** James Marta & Company LLP agrees to perform the following services:

#### **Ongoing**

- Maintain financial records in accordance with generally accepted accounting principles;
- Provide timely, informed responses to inquiries from members, program administrators, claims administrators, actuaries and others.

- Monitor pool cash flows and liquidity; manage cash and investment deposits to maximize investment income to the pool.
- Maintains relationship with members, banks, investment advisor, investment custodian, program administrator, claims administrators, auditors and actuaries.
- Establish, maintain and monitor appropriate:
  - Separation of duties over incompatible accounting functions.
  - Physical and electronic security over pool documents and data including: member premium payments, claimant and vendor records and other sensitive information.
  - User/security rights for bank, (Local Agency Investment Fund) LAIF, and accounting software websites.
- Be available at Board of Directors and Executive Committee meetings to explain the financial status of the pool, participate in strategic planning and to present the quarterly financial report.
- Maintain a suitable backup and recovery system for all accounting records in accordance to NCCSIF records retention policy and develop and implement processes for the protection of electronic data including a written policy with respect to:
  - Disaster recovery
  - Physical and electronic data security
  - Electronic data retention

#### **Daily**

- Review positive pay exceptions by bank establish deadline.
- Provide cleared status of claims payments for claims administrator, upon request.
- Record and code incoming wires, as applicable.

#### **Weekly**

- Code and enter incoming checks. Execute remote deposit. Scan documentation to file.
- Code and record claims payments from summary provided by claims administrator (approximately 1,700 claims checks written per month).
- Check bank balances and schedule wire transfers for liquidity and cash management.

#### **Semi-monthly**

- Run accounts payable for non-claims-related items (approximately 30-50 checks per month).
  - Secure and code vendor invoices.
  - Secure Form W-9 from vendors, as needed.
  - Check against board-approved budgets.
  - Enter and scan invoices to accounting software.

- Release to Treasurer/President for review.
- Release checks for production.
- Upload check run to positive pay system.
- Track expenditures of designated risk management funds by member.
- Track member requests for reimbursement for appropriate cost up to annual board approved limit.
- Monitor accounts receivable aging for outstanding invoices. Contact member cities with reminders to pay, as applicable.

### **Monthly**

- Reconcile three bank accounts, and one LAIF account (approximately 1,750 checks, 50 deposits and wires per month total).
- Code and record voids, interest income and bank fees.
- Reconcile two investment accounts.
  - Code and record interest accrual, investment income, gains and losses from sales and maturities, changes in fair market value of investment and incoming/outgoing transfers.

### **Quarterly**

- Record quarterly LAIF interest income.
- Complete billing for 22 member entities, including:
  - Code and enter revenue detail for administration deposit, banking layer deposit, shared layer deposit, excess deposit, and assessments by member and by program.
  - Invoice pass-through premiums for property, crime, flood, and auto coverages.
  - Ensure proper inclusion of member application of prior year refunds to current year premiums.
  - Release invoices electronically for member payment.
- Reconcile claims liabilities for the banking layer (22 members), shared layer (2 programs) and excess layer (2 programs).
  - Extract and apply data from actuary studies for claims liabilities, discount rates, Unallocated Loss Adjustment Expense (ULAE) factors by program, member and layer.
  - Prove proper recording and allocation of claims liabilities, claims payments, refunds, excess recoveries between programs, members and layers.
  - Evaluate claims development and sufficiency of actuarially-determined reserves; comparison to reserves estimated by the claims administrator.
  - Account for voucher differences arising from member-direct payment of member obligations under Labor Code Section 4850, salary continuation for public safety employees. NCCSIF excludes coverage for these benefits but they are tracked for excess coverage and state reporting purposes.

- Produce graphical summary of claims liabilities by program, layer and policy year.
- Investigate reconciliation exceptions with Claims Administrator.
- Code and record reconciling entries for all programs, members and layers.
- Calculate and record accruals for:
  - Claims liabilities/claims adjustment expense.
  - ULAE/claims adjustment expense.
  - Excess receivables/claims expense.
  - Prepaid insurance/insurance expense.
  - Unearned revenue/revenue.
  - Accounts receivable/revenue.
  - Accrued interest/interest income.
  - Accounts payable/expenses.
- Calculate and record allocation of net investment and interest income, interest accrual, and changes in fair market value of investments among the funds (45 unique funds, in 2 programs) based on average cash and investment holdings for the past quarter.
- Evaluate pool and program net position in accordance with the adopted target equity policy.
- Issue quarterly compilation report to Program Administrator for inclusion in board agenda packet. Report includes:
  - Pool-wide statement of net position, including board designated balances for risk management funds and contingency.
  - Pool-wide statement of revenues, expenses and changes in net position.
  - Combining statement of net position reporting the financial position of each program, and fund (45 unique funds, in 2 programs).
  - Combining statement of revenues, expenses and changes in net position of each fund (45 unique funds).
  - Reconciliation of claims liability by program and layer (2 programs with 2 layers each: banking and shared).
  - Graphical summary of claims liability by program, layer and policy year.
  - Budget to actual report by program and budget segment (administration, banking layer, shared layer).
  - Summary of risk management fund elections and member disbursements to date, by member.
- Prepare Treasurer's report of cash and investment holdings at quarter end. Secure Treasurer's signature and forward to Program Administrator for inclusion in board agenda packet.
- Issue check register, complete with budget coding and expenditure description to Program Administrator for inclusion in board agenda packets.

## **Annually**

- Prepare and timely file 1099 forms with the Internal Revenue Service for all necessary contractors.
- Assist the Program Administrator in preparing a budget to be adopted prior to July 1st of each year.
- Secure new bank signature cards, after annual board election, or as needed.
- Participate annually in strategic planning.
- Enter board-approved budget into accounting software, update Treasurer's and President's dashboard reports.
- Respond to requests for confirmation made by member agencies' financial auditors.
- Calculate member banking layer adjustments (refunds and assessments) upon release of actuarial report annually in accordance with NCCSIF policy.
  - Present calculation and proposed adjustments to board at the April board meeting.
  - Compose and distribute election forms to members detailing approved refunds and assessments, required application of refunds, and options to have net remaining amounts withheld in the pool, refunded or applied to next year's premiums.
  - Monitor completion and return of the elections prior to fiscal year end.
  - Record and allocate elected refund applications; bill net assessments to members.
- Arrange for an annual financial audit by a CPA approved by the Board of Directors.
  - Agree on schedule and deliverables with auditors.
  - Provide workspace for auditors.
  - Complete auditor-provided confirmations and detailed auditor data requests.
  - Participate in auditor interviews and provide timely responses to inquiries.
  - Compose Management's Discussion and Analysis portion of audit report.
  - Review reports, notes and supplementary information prepared by auditors.
  - Participate in presentation of audit to the Board of Directors.
  - File audit report copies with the Sacramento County Controller and the State Controller's Office.
- Prepare and timely file State Controller's Annual Report of Financial Transactions, Local Government Compensation Report and comply with other reporting requirements of the State. File with Sacramento County.
- Present annual recap of pool financial activity and position to the board.
- Monitor and report on any changes in GASB pronouncements that affect NCCSIF's accounting procedures and/or financial statements.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including

the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We will take a significant role in preparing your financial statements and as such will not be independent under the SSARS's definitions; as such we will take responsibility in:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America.

"In addition, the document we submit to you will include supplementary information; Combining Balance Sheet, Combining Statement of Income, Combining Statement of cash flows and selected disclosures We will compile the supplementary information, or other information, but we will not audit or review such information, nor express an opinion, a conclusion, or provide any assurance on it."

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSs:

- a. The design, implementation, and maintenance of internal control..
- b. The prevention and detection of fraud.
- c. To ensure that the entity complies with the laws and regulations applicable to its activities.
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- e. To provide us with:
  - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - ii. Additional information that we may request from you for the purpose of the compilation engagement.
  - iii. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

## **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

James Marta & Company LLP will compile, from information you provide, the annual and interim statement of net position and the related statements of income, net position, and cash flows of Northern California Cities Self Insurance Fund. We will not audit or review such financial statements. Our report on the annual financial statements of Northern California Cities Self Insurance Fund is presently expected to read as follows:

We have compiled the accompanying statement of net position of Northern California Cities Self Insurance Fund as of [Year End(s)], and the related statements of income, net position, for the [Year or Years] then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation 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 assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Northern California Cities Self-Insurance Fund

If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Our engagement cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement

**3. COMPENSATION.** As compensation to James Marta & Company LLP for services rendered hereunder, NCCSIF agrees to pay James Marta & Company LLP an annual fee of:

- \$96,000 for the 2017-18 year. (\$8,000 per month)
  - \$99,360 for the 2018-19 year. (\$8,280 per month)
  - \$102,840 for the 2019-20 year. (\$8,570 per month)
  - \$106,440 for the 2020-21 year. (\$8,870 per month)
  - \$110,160 for the 2021-22 year. (\$9,180 per month)
- The cost of meeting attendance within one-hour of Sacramento California is included. In the event that we are required to attend meetings beyond this range we will charge mileage at the current federal reimbursement rate and time at \$150/hr. For purposes of this agreement, approval is the Executive Committee's authorization.

**FEES.** NCCSIF agrees to pay in addition to the monthly fee for accounting services:

Intacct software subscription service fees:

- \$215 per month for the 2017-18 year.

Plus \$750 annually for the annual subscription of electronic check delivery.

**4. CONTRACT TERM.** The term of this Agreement shall be continuous from January 1, 2018 through June 30, 2020, with the option for two additional one-year terms beginning July 1, 2020 through June 30, 2022. This Agreement shall automatically renew annually thereafter unless terminated pursuant to Article 7 below.

**5. OWNERSHIP OF RECORDS.** NCCSIF maintains ownership of all products, files, records, computations, studies and other data, prepared or obtained in connection with this Agreement. James Marta & Company LLP may maintain copies of records that may be required for professional liability insurance purposes and required professional practices.

**6. DISCLOSURES OF CONFLICTS.** James Marta & Company LLP shall be responsible for disclosing financial interests that may be a conflict. Disclosure may be satisfied through completion of the related Fair Political Practice Commission form on an annual basis.

**7. TERMINATION.** This Agreement may be terminated at any time by James Marta & Company LLP upon ninety (90) days advance written notice to NCCSIF. Further, this agreement may be terminated at any time by NCCSIF upon ninety (90) days written notice to James Marta & Company LLP. Upon termination, James Marta & Company LLP shall give to NCCSIF copies of all products, files, records, computations, studies and other data, prepared or obtained in connection with this Agreement, which shall become the permanent property of NCCSIF. James Marta & Company LLP may maintain copies of records that may be required for professional liability insurance purposes and required

professional practices.

- 8. COMPLIANCE WITH LAWS.** James Marta & Company LLP agrees that all work will be conducted, and the services will be performed in compliance with all laws and regulations; with the policies; procedures and directives of NCCSIF, particularly those related to fiscal and management matters; and with generally accepted accounting principles applicable to governmental entities.
- 9. INSURANCE.** James Marta & Company LLP shall provide General Liability, Auto Liability and Professional Liability insurance with separate limits of \$1,000,000 and a \$2,000,000 aggregate, and Workers Compensation as required by the State of California. A certificate shall be issued showing NCCSIF as additional insured for the Auto and General Liability coverages. Proof of coverage shall be provided annually to NCCSIF.
- 10. INDEMNIFICATION.** James Marta & Company LLP agrees to indemnify and hold harmless NCCSIF its officers, directors and member agencies from any liability arising from James Marta & Company LLP's negligence or willful misconduct or omissions in the performance of the Agreement.
- 11. INDEPENDENT CONTRACTOR.** It is expressly agreed by the parties that James Marta & Company LLP's relationship to NCCSIF is that of an independent contractor. As such, NCCSIF will not be providing Workers' Compensation coverage or any benefits to James Marta & Company LLP.
- 12. SUCCESSORS AND ASSIGNMENT.** James Marta & Company LLP agrees 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 NCCSIF.
- 13. 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.
- 14. 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.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the day and year as indicated below.

Dated: 12/14, 2017

Dated: 11 / 13, 2017

**NORTHERN CALIFORNIA CITIES  
SELF INSURANCE FUND (NCCSIF)**

**James Marta & Company LLP  
Certified Public Accountants**



Board President  
David Warren

James Marta & Company LLP  
Accountant and Financial Consultant

Accepted by:

 11/10/2017  
NCCSIF Board Counsel                      Date  
Byrne Conley



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.3.**

**LEXIPOL FIRE SUBSCRIPTION SERVICES  
MEMORANDUM OF UNDERSTANDING**

**ACTION ITEM**

**ISSUE:** NorCal Cities has contracted with Lexipol for their Fire Department policies and training services since 2018. By contracting through the group members receive a discount of up to 50% off the individual rate. The attached Memorandum of Understanding will extend their services for another year on behalf of eleven members.

**RECOMMENDATION:** Review and approve the attached MOU as presented or revised.

**FISCAL IMPACT:** None – costs will be a pass-through to members.

**BACKGROUND:** Lexipol began in California by providing police departments standardized General Orders and training modules, regularly updated when legislation or court decisions require a change. NorCal Cities has contracted with them for member police services since 2008. They have since expanded nationwide and added fire, EMS, and general government policies.

**ATTACHMENT(S):** Lexipol Fire MOU

## Memorandum of Understanding

Lexipol LLC (Lexipol) and the **Northern California Cities Self Insurance Fund (NCCSIF)** agree to the terms of this Memorandum of Understanding (MOU or Agreement) as a means to enhance and encourage professionalism through defensible and continuously updated Fire policy in the State of **California**. The purpose of this MOU is to provide NCCSIF members listed in Exhibit A access to Lexipol's Fire Policy Manual and Daily Training Bulletin services at favorable pricing.

More specifically, as part of this Agreement,

### **Lexipol will:**

1. Provide NCCSIF listed agencies a full annual subscription to Lexipol's on-line policy and training service.
2. Provide NCCSIF agencies access to Lexipol's Supplemental Publishing Shell (SPS).
3. Provide NCCSIF access to Lexipol's reporting portal to view overall status of participating members. (With permission of the subscribing agency)
4. Collaborate with NCCSIF to promote Lexipol services with outreach efforts, marketing and participation at NCCSIF events.
5. Invoice NCCSIF directly for the members listed in Exhibit A. The June 1, 2020 invoice will be \$30,512. This is 50% off our 2020 list price.

A. The cities listed in Exhibit A are all eligible to subscribe to Lexipol's on-line policy and training service:

B. The invoiced pricing is for the entire group of members listed and cannot be parceled out. However, Exhibit A is attached for NCCSIF to reference on a per city cost for internal calculations.

C. The future renewal will be based on 50% off of the then current year pricing.

### **Northern California Cities Self Insurance Fund agrees to:**

- Accept and pay a yearly invoice from Lexipol (to be submitted upon execution of this Agreement and annually thereafter) for new subscriptions or renewal subscriptions of member agencies already subscribing to Lexipol. This payment will be paid by NCCSIF within 30 days of receipt of the invoice, for subscription fees for NCCSIF members listed in Exhibit A.
- Provide a list of eligible member departments with contact information (main contact name, title, address, phone number and email address) which will be kept confidential by Lexipol and used specifically for member confirmation and program promotion.

- Modify this MOU if other member agencies become Lexipol subscribers.

**TERM**

The effective date of this Agreement is July 1, 2020 (and subsequent years') invoice will be at 50% off of the then current year pricing. After June 30, 2021 either party may cancel this Agreement with 90 days written notice to the other party.

Each individual Agency shall execute an Online Subscription Agreement (OSA) with Lexipol to cover the Lexipol Services being acquired by that Agency. Cancellation of this agreement will not terminate subscribing agency contracts with Lexipol.

The parties agree that each is granted the right to use the other party's logo on their Website and corresponding web pages. All other use of logos or copyrighted materials will be agreed by both parties in advance.

**IN WITNESS WHEREOF**, the Parties execute this MOU on the date set below their respective signatures.

**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND:**

By: \_\_\_\_\_  
Elizabeth Ehrenstrom NCCSIF President

Date: \_\_\_\_\_

**LEXIPOL, LLC:**

By: \_\_\_\_\_  
Van Holland, CFO

Date: \_\_\_\_\_

**EXHIBIT A**  
**PRICING FOR NCCSIF MEMBER AGENCIES**

Agency	F/T Firefighters	Volunteer FF's	Adjusted Staffing for Pricing	2020 Standard Price List	2020 Standard Price List w/50% Discount
City of Auburn	14	5	15	\$5,741	\$2,871
City of Colusa	5	20	7	\$4,313	\$2,157
City of Dixon	22	5	23	\$7,953	\$3,977
City of Jackson	6	12	7	\$4,313	\$2,157
City of Lincoln	16	8PT+4V	21	\$7,953	\$3,977
City of Oroville	15	0	15	\$5,741	\$2,871
City of Red Bluff	14	12	15	\$5,741	\$2,871
City of Rio Vista	11	8	12	\$6,079	\$3,040
City of Rocklin	31	8	32	\$8,877	\$4,439
City of Marysville	15	0	15	\$4,751	\$2,376
City of Willows	5	10	6	\$4,313	\$2,157
<b>Total</b>					<b>\$32,888</b>



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.4.**

**LEXIPOL LAW ENFORCEMENT SUBSCRIPTION SERVICES  
MEMORANDUM OF UNDERSTANDING**

**ACTION ITEM**

**ISSUE:** NorCal Cities has contracted with Lexipol for their Police Department policies and training services since 2008. By contracting through the group members receive a discount of up to 50% off the individual rate. The attached Memorandum of Understanding will extend their services for another year on behalf of 21 members. The cost is included in the group's administrative expenses.

**RECOMMENDATION:** Approve the attached MOA as presented or revised.

**FISCAL IMPACT:** The services are increasing 3% for FY 20/21, from \$140,234 to \$144,441.

**BACKGROUND:** Lexipol began in California by providing police departments standardized General Orders and training modules, regularly updated when legislation or court decisions require a change. NorCal Cities has contracted with them for member police services since 2008. They have since expanded nationwide and added fire, EMS, and general government policies.

**ATTACHMENT(S):** Lexipol Law Enforcement MOU

## Memorandum of Understanding

Lexipol LLC (Lexipol) and the **Northern California Cities Self Insurance Fund (NCCSIF)** agree to the terms of this Memorandum of Understanding (MOU or Agreement) as a means to enhance and encourage professionalism through defensible and continuously updated Law Enforcement policy in the State of **California**. The purpose of this MOU is to provide NCCSIF members listed in Exhibit A access to Lexipol's Law Enforcement Policy Manual and Daily Training Bulletin services at favorable pricing.

More specifically, as part of this Agreement,

### **Lexipol will:**

1. Provide NCCSIF listed agencies a full annual subscription to Lexipol's on-line policy and training service.
2. Provide NCCSIF access to Lexipol's reporting portal to view overall status of participating members. (With permission of the subscribing agency)
3. Collaborate with NCCSIF to promote Lexipol services with outreach efforts, marketing and participation at NCCSIF events.
4. Invoice NCCSIF directly for the members listed in Exhibit A. The July 1, 2020 invoice will be \$144,441. This is a 3% increase from our 2019 price List.

A. The cities listed in Exhibit A are all eligible to subscribe to Lexipol's on-line policy and training service:

B. The invoiced pricing is for the entire group of members listed and cannot be parceled out. However, Exhibit A is attached for NCCSIF to reference on a per city cost for internal calculations.

. The future renewal will be based on 3% increase of current year pricing.

### **Northern California Cities Self Insurance Fund agrees to:**

- Accept and pay a yearly invoice from Lexipol (to be submitted upon execution of this Agreement and annually thereafter) for new subscriptions or renewal subscriptions of member agencies already subscribing to Lexipol. This payment will be paid by NCCSIF within 30 days of receipt of the invoice, for subscription fees for NCCSIF members listed in Exhibit A.
- Provide a list of eligible member departments with contact information (main contact name, title, address, phone number and email address) which will be kept confidential by Lexipol and used specifically for member confirmation and program promotion.
- Modify this MOU if other member agencies become Lexipol subscribers.

**TERM**

The effective date of this Agreement is July 1, 2020 (and subsequent years') invoice will be at prior year price plus 3% increase. After June 30, 2021 either party may cancel this Agreement with 90 days written notice to the other party.

Each individual Agency shall execute an Online Subscription Agreement (OSA) with Lexipol to cover the Lexipol Services being acquired by that Agency. Cancellation of this agreement will not terminate subscribing agency contracts with Lexipol.

The parties agree that each is granted the right to use the other party's logo on their Website and corresponding web pages. All other use of logos or copyrighted materials will be agreed by both parties in advance.

**IN WITNESS WHEREOF**, the Parties execute this MOU on the date set below their respective signatures.

**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND:**

By: \_\_\_\_\_  
Elizabeth Ehrenstrom NCCSIF President

Date: \_\_\_\_\_

**LEXIPOL, LLC:**

By: \_\_\_\_\_  
Van Holland, CFO

Date: \_\_\_\_\_

## EXHIBIT A

### PRICING FOR NCCSIF MEMBER AGENCIES

Agency	Sworn Officers	DTBs	2019 Pricing	2020 Pricing
Anderson PD-CA	18	Yes	\$6,248	\$6,435
Auburn PD-CA	20	Yes	\$6,248	\$6,435
Colusa PD-CA	9	No	\$3,983	\$4,102
Corning PD-CA	15	Yes	\$5,383	\$5,544
Dixon PD-CA	24	Yes	\$6,248	\$6,435
Elk Grove PD-CA	133	No	\$10,960	\$11,289
Folsom PD-CA	75	Yes	\$10,960	\$11,289
Galt PD-CA	38	Yes	\$7,792	\$8,026
Gridley-Biggs PD-CA	14	Yes	\$5,383	\$5,544
Ione PD-CA	6	Yes	\$3,407	\$3,509
Jackson PD-CA	11	No	\$3,983	\$4,102
Lincoln PD-CA	22	Yes	\$6,248	\$6,435
Marysville PD-CA	18	No	\$6,248	\$6,435
Nevada City PD-CA	9	Yes	\$3,983	\$4,102
Oroville PD-CA	25	Yes	\$6,248	\$6,435
Paradise PD-CA	23	Yes	\$6,248	\$6,435
Placerville PD-CA	22	Yes	\$6,248	\$6,435
Red Bluff PD-CA	25	Yes	\$6,248	\$6,435
Rio Vista PD-CA	16	Yes	\$6,248	\$6,435
Rocklin PD-CA	58	Yes	\$10,960	\$11,289
Yuba City PD-CA	64	Yes	\$10,960	\$11,289
<b>TOTAL</b>			<b>\$140,234</b>	<b>\$144,441</b>



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.5.**

**ACI EMPLOYEE ASSISTANCE PROGRAM  
RENEWAL ENGAGEMENT LETTER**

**ACTION ITEM**

**ISSUE:** NorCal Cities has contracted with ACI Specialties for EAP benefits services for 18 years. The attached Engagement Letter will extend their services for another two years on behalf of 13 members.

**RECOMMENDATION:** Review and authorize the Program Administrator to sign the renewal engagement letter.

**FISCAL IMPACT:** None. Members are billed directly by ACI - \$2.16 per employee for up to 3 counseling sessions and \$2.34 for up to 6 sessions in addition to the other services.

**BACKGROUND:** ACI Specialty Benefits has provided EAP benefits to NorCal Cities for the past 18 years. ACI Specialty Benefits will provide employee assistance program (EAP) services, including assessment, referral and short term problem resolution.

**ATTACHMENT(S):** ACI Agreement



**NCCSIF  
EAP Service Renewal 2020**

April 8, 2020

Marcus Beverly, Vice President  
Alliant Insurance Services, Inc.  
2180 Harvard Street, Ste. 460  
Sacramento, CA 95815

This letter is a confirmation of renewal for the EAP benefits offered by ACI Specialty Benefits for the cities of NCCSIF. It has been a pleasure to provide service to all the employees and their family members for the past 18 years. On behalf of the entire ACI staff, we appreciate your continued trust in ACI's benefits and services. Please take a moment to review and confirm the renewal terms.

Renewal Date	July 1, 2020
Renewal Term	Rate Pass Guaranteed for Two Years
Programs Provided	Corporate Employee Assistance Program
Employee Count	See Chart Below

**City Participants**

City of Anderson	3 Session	\$2.16
City of Colusa	6 Session	\$2.34
City of Corning	6 Session	\$2.34
City of Lincoln	6 Session	\$2.34
City of Jackson	6 Session	\$2.34
City of Dixon	6 Session	\$2.34
City of Folsom	3 Session	\$2.16
City of Gridley	6 Session	\$2.34



City of Ione	3 Session	\$2.34
City of Marysville	3 Session	\$2.16
City of Red Bluff	6 Session	\$2.34
City of Rio Vista	3 Session	\$2.16
Town of Paradise	6 Session	\$2.34

This service renewal is subject to the same terms and conditions as the Master Service Agreement. Non-renewal notices must be sent in writing 60 days prior to termination date. Attached please find the updated Exhibit A which outlines the current service offerings. After reviewing the Service Renewal and initialing Exhibit A, please sign and return this document. Please keep a copy of each for your records. If you have any questions or comments about this renewal, please contact your Account Executive, Kathryn Dobkin.

\_\_\_\_\_  
ACI Specialty Benefits  
Signature

\_\_\_\_\_  
NCCSIF  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# SUMMARY OF BENEFITS

Prepared for: **NCCSIF**  
 Provider: **ACI Specialty Benefits**  
 Policy: **Employee Assistance Program: Corporate**  
 Summary Date: **4/4/2020**  
 Start Date: **7/1/2020**  
 Anniversary Date: **7/1/2022**



### Benefit Description

ACI Specialty Benefits (ACI) will provide employee assistance program (EAP) services, including assessment, referral and short-term problem resolution. Following assessment, the employee or family member may be referred for therapy or other professional services.

ACI will also provide comprehensive work/life referrals, resources and services.

### Problem Assessment

- Face-to-Face Sessions

### EAP Work/Life Services

- **Legal assistance** for **unlimited** number of issues per year. Includes 60-minute in-office or telephonic consultation with local attorney and 25% discount for continued services
- Telephonic **financial assistance** for **unlimited** number of issues per year. Includes 30-day financial coaching benefit with 90-day action plan take-away.
- **Unlimited child care, elder care, pet care** and **education** referrals
- **Unlimited** referrals and resources for **personal services**
- **Veteran Connection**
- **Identity theft prevention/recovery**. Includes 60-minute consultation
- **Affinity™ Online** work/life website services
- **100% Follow-up** for all requests, referrals and services utilized

### Training and Orientations



Virtual and Onsite\*

- **Unlimited** Employee Orientations
- **Unlimited** Manager and Supervisor Trainings
- **Unlimited** Live 'N Learn Seminars
- Just-Do-It Training consultation and facilitation tools for onsite management
- 24/7 access to training videos on ACI's YouTube Channel

### Clinical Services

- **Unlimited** clinical consulting on difficult employee issues
- Access to panel of in-house clinicians

### Provider Network Availability

- Over 40,000 providers nationwide



## HR Support Services

- Critical Incident Response\*
  - Onsite Critical Incident Stress Debriefing (CISD)
  - Critical Incident Stress Management (CISM)
  - Disaster Contingency Consultation Materials
- Consultation for substance abuse case management and support for return-to-work transition
- Direct supervisory referrals for work performance problems
- Management consultation regarding difficult employee issues
- Consultation and development of policies to prevent workplace violence and manage high risk situations
- Support to Human Resources during workforce reductions, management changes, reorganizations, plant closures, and other transitions

## Program Promotion and Web Services



ACI's comprehensive promotional plan includes:

- **Digital Marketing:** EAP flyers, brochures, summary plan descriptions, wallet cards, and supervisory resource manuals
- **Social Media and Content Marketing:** Social@ACI platforms, videos on YouTube, regularly updated content on ACI's Blog, and monthly HealthYMail™ e-newsletter
- **Mobile Marketing:** myACI App and Quick Response (QR) Codes
- **Web Services:**
  - **Landing Page:** website with access to services
  - **Virtual Folder:** HR and management resource center – By request of individual city
  - **Affinity™ Online** work/life website services
  - Online access to ACI's website: [www.acispecialtybenefits.com](http://www.acispecialtybenefits.com)
- Co-branding with client's logo available

## Program Access: Mobile Apps and Intuitive Technology

- 24-hour, 365 day-a-year nationwide toll-free number (800.932.0034)
- Always live-answer
- Multilingual assistance, 175 languages
- **myACI App** and QR codes for mobile access
- **Social@ACI platforms** and **online portals** for convenient access

## Reporting

- Quarterly utilization reports with executive overview
- Annual cost analysis available on request
- Full-color graphs and charts display key metrics and demographic data

## Eligibility

- Easy Access: No cumbersome membership IDs or Social Security Numbers required
- **All Employees**
- **Dependents:** Spouse, domestic partners, dependents, *all family members regardless of location*

## Termination of Benefits

30 days from employee termination date at no cost to employer



### Rate Summary

Program	Session Model	Total Employee Count	Per Employee Per Month
Corporate Employee Assistance Program	3 sessions per year or 6* sessions per year	N/A	\$2.16 or \$2.34

### \*Program Assumptions

Rate:

- Rates guaranteed for two years
- Quote valid for one month
- Rates assume no broker commission
- Commissions paid first year only

Onsite:

- CISD and Layoff/RIF Support limited to 2 onsite hours per incident
- Trainer's travel fees are included
- Attendance minimums may apply to onsite services (15-person attendee minimum)

Materials:

- ACI Specialty Benefits provides unlimited virtual marketing materials from ACI's library of templates. Printed and custom materials may be available at an additional cost

Compliance:

- In adherence of HIPAA regulations, ACI Specialty Benefits does not provide written utilization reporting to groups of under 115 employees. Account managers will provide telephonic quarterly usage summaries

*\*Six session model limited to 3 sessions per 6 months for CA employees*

### Additional Onsite Fees

ACI provides a variety of services over and above package inclusions, available on a fee-for-service basis.

Type of Service	Fee-for-service
Onsite Critical Incident Stress Debriefing (CISD)	Over contracted hours: \$325 per hour
Conflict Resolution/Mediation	\$350 per hour
Onsite Lay-Off and RIF Support	Over contracted hours: \$325 per hour
Executive Coaching	\$350 per hour
Late Cancellation Fee	\$225 per hour





BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.6.**

**FY 20/21 PROPERTY UPDATE**

**INFORMATION ITEM**

**ISSUE:** The property insurance market remains “hard” and is getting harder as we approach the renewal on July 1. The COVID pandemic has caused further losses and uncertainty that has pushed the market even higher. Increases for risks with good loss ratios of 50% or less were in the 15-20% range but have now been adjusted up to 23% on average. NorCal Cities has a 5 year loss ratio of 234%, and therefore a higher loss risk subject to larger increases than average accounts.

In an effort to keep the increase within the “average range”, and to mitigate catastrophic claims, the APIP underwriters (AUS) had estimated an increase of 18% - 23%, but with a wildfire deductible of \$2.5M applicable to Paradise. Given the continuing deterioration in the property market, the underwriters have *increased their estimated rate increase to 23% to 28%* for higher loss risks.

**RECOMMENDATION:** None – information only.

**FISCAL IMPACT:** TBD – expect rate increase of 23% or greater.

**BACKGROUND:** The property insurance market has been in a hard cycle for the last 2-3 years, and the impact of the Camp fires on NorCal Cities SIF was seen in the rate increase for FY 19/20. While the market is still hard the worst of the increases were seen this year for most risks though we are seeing other coverage restrictions, lower limits, and higher deductibles.

Unfortunately, the imposition of wildfire deductibles has become more common in this market environment, and the underwriters have been unwilling to reduce it. We are continuing to achieve a lower deductible, and will so until the final renewal.

The Occurrence Definition with respect to Wildfire(s) is: As regards wildfires, firestorms, brush fires and any other fires or series of fires, irrespective of origin, which spread through trees, grassland or other vegetation. The Program Administrators have questioned the practical impact of the deductible as it relates to FEMA assistance in the event of a wildfire without definitive answers.

**ATTACHMENT(S):** None.



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.7.**

**FY 20/21 CRIME COVERAGE RENEWAL**

**ACTION ITEM**

**ISSUE:** The Crime coverage program renews July 1, 2020. This program offers coverage for monetary loss due to Employee Dishonesty, including Faithful Performance and fraud exposures. The current coverage is placed through the Alliant Crime Insurance Program (ACIP).

A formal proposal and member allocation will be available by the time of the meeting. The Program Administrators have received the following quotes;

Renewal: \$3M limit/ \$5K deductible- \$53,523

Option: 5M Limit/ \$25K deductible- \$68,375

For limits of \$5M the insurer is only offering a \$25K deductible or above.

**RECOMMENDATION:** Review and refer with recommendation to the Board or direction.

**FISCAL IMPACT:** TBD - Current premium for \$3M limit/\$5K deductible = \$51,449.

**BACKGROUND:** The current NorCal Cities Crime Policy is with the Alliant Crime Insurance Program (ACIP). The coverage is written with AIG and National Union though and provides numerous enhancements for public entities, including Faithful Performance and employees required to be bonded.

**ATTACHMENT(S):** *Separate Attachment*



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.8.**

**POLICE RISK MANAGEMENT  
GRANT FUNDS AND USAGE**

**ACTION ITEM**

**ISSUE.** Since FY 14/15 NorCal Cities SIF members have funded grants totaling \$50,000 per year for their police departments to purchase and implement Body-Worn Cameras (BWC). Overall the program has been a success, with numerous cases of claims being avoided or settled quickly based on video evidence. The Police Risk Management Committee members regularly provide feedback on their needs and make suggestions for use of the grant funds

The attached Usage Report tracks the grant funds over the life of the program. All but three members have taken advantage of the grants and all but two have BWCs. The Galt Police Chief is supportive of BWCs but has been unable to obtain political or financial support. Jackson has BWCs but has yet to request grant funds for them. Anderson is taking a wait and see approach as management feels the drawbacks outweigh the benefits. Willows outsourced their police department but remains in the program to fund their Lexipol Fire Policy Service annual fee.

An issue with smaller agencies continues to be the cost of staffing and storage needed to manage the BWC program, with at least one member not using the cameras purchased by a prior Chief. The Police Risk Management Committee was presented an option for a turn-key BWC program offered by Lens Lock for a flat \$1,000 per officer per year, over a five-year contract period. This includes equipment, maintenance and secured storage. This model may be a better fit for many of our members, and the Town of Paradise is planning to use this approach.

Those members with BWC programs in place have been allowed to use the grant funds for other risk management purposes, including duty vests and tactical equipment. Several members have expressed interest in or are already using the Cordico wellness app, designed primarily for public safety personnel and first responders. The biggest drawback to implementation so far has been the lack of specialized counseling support. Initially Cordico provided but as they have grown they have been unable to provide that element, though they are working on it. Although ACI does not currently have first responder specialists they too are working to provide, and other cities have found specialized support from Claremont or Concern EAP providers

**RECOMMENDATION:** Review usage and member feedback to recommend funding for FY 20/21 and use of current balances for Cordico app or other risk management purposes

**FISCAL IMPACT:** TBD - \$50,000 has been allocated to the preliminary draft FY 20/21 budget



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.8 (continued)**

**BACKGROUND:** The Board approved a FY 14/15 budget of \$50,000 for the purchase of body cameras for NCCSIF's police agencies. The funds were used to purchase a total of 58 cameras directly from VieVu at a quantity discount. A VieVu rep distributed the cameras and provided training to the members. Two members used the funds to purchase different cameras and three have yet to take advantage of the funds. The grants in FY 15/16 and FY 16/17 were allocated to members to fund their body camera programs. Since that time, if a member agency's body camera program is fully funded the grant can be used for other risk management functions.

**ATTACHMENT(S):**

1. Police Risk Management Grant Funds Usage Report as of 4/21/20
2. LensLock Overview and Proposal

**NCCSIF POLICE RISK MANAGEMENT GRANT FUNDS HISTORIC USAGE REPORT**

Member	FY 14/15 \$50,000 Grant Camera Allocation	FY 15/16 \$50,000 Grant Fund Allocation	FY 16/17 \$50,000 Grant Fund Allocation	FY 17/18 \$50,000 Grant Fund Allocation	FY 18/19 \$50,000 Grant Fund Allocation	FY 19/20 \$50,000 Grant Fund Allocation	TOTAL GRANTS	YTD Reimbursements Made	REMAINING FUNDS as of 4/21/20	Reimbursement Notes/Plan Usage
1 Anderson	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575		\$7,575	
2 Auburn	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150	\$12,120	\$3,030	4/25/17 \$6,280.56 (12 VieVu LE4 mini body worn cameras) 9/8/17 \$3,029.18 (4 VieVu LE4mini & 1 multi-dock LE4) 2/5/19 \$2,810.26 portion of invoice (16 VieVu LE5 body worn cameras)
3 Colusa	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$3,030	\$4,545	7/27/17 \$3,030 (concealable vests with load bearing carriers)
4 Corning	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$5,592	\$1,983	9/6/16 \$3,291.26 (4 VieVu LE4 body cameras) 2/15/19 \$2,301.12 firewall
5 Dixon	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150	\$11,626	\$3,524	4/20/17 \$6,060 (30 Wolfcom Vision 1080p body camera with rotatable camera head and 32GB memory) 6/1/18 \$2,934.38 (3 Wolfcom Vision 1080p body camera + training cost for force options simulator) 3/6/20 \$2,631.63 ( 5 Wolfcom Body Camera + 1 docking port)
6 Elk Grove*	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150	\$15,150	\$0	1/11/18 \$9,090 (WatchGuard Vista HD body cameras) 3/20/19 \$3,030 (portion of Cordico Wellness Program) 11/4/19 \$3,030 (portion of 2019 BWC purchase/Vista HD)
7 Folsom	5	\$3,788	\$3,788	\$3,788	\$3,788	\$3,788	\$18,938	\$7,575	\$11,363	10/5/16 \$7,576 (8 VieVu LE4 body camera and 1 multi-dock network station)
8 Galt	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150		\$15,150	1/25/18 <i>Plan to use fund /BWC program under consideration</i>
9 Gridley	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$4,543	\$3,032	9/6/16 \$3,291.26 (4 VieVu LE4 body cameras) 3/28/18 \$1,252 (one VieVu LE5 camera and seven Public Safety Vests)
10 Ione	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$4,626	\$2,949	11/2/16 \$1,655.23 (2 VieVu LE4 body camera) 9/8/17 \$1,736.24 balance (2 VieVu LE4 body cameras and 2 LE4 Cradle) 5/21/18 \$1,234.14 (2 VieVu LE5 body camera and license for Veripatrol Software)
11 Jackson	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575		\$7,575	4/20/20 <i>Jackson PD in process of acquiring new body cams.</i>
12 Lincoln	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150	\$6,549	\$8,602	10/5/16 \$6,060 (8 VieVu LE4 body cameras)
13 Marysville	3	\$2,273	\$2,273	\$2,273	\$2,273	\$2,273	\$11,363	\$4,920	\$6,443	8/18/17 \$4,919.87 (6 VieVu LE4 body cameras)
14 Nevada City	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$6,060	\$0	2/6/18 \$4,545 (Body Camera Storage and Equipment cost for 2015-2017) 7/15/19 \$1,515 (Axon Body Camera Storage) 4/17/20 \$1,515.00 (Body Camera Storage Fees)
15 Oroville	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150	\$12,120	\$3,030	9/23/16 \$3,010 (Video Storage Buffalo Terastation) 10/5/16 \$3,050 (5 VieVu LE4 body cameras) 11/20/17 \$1,174.00 (1 Tactical Armor-Ballistic Vest) 9/4/18 \$4,886 (20 VieVu LE5s body cameras)
16 Paradise	3	\$2,273	\$2,273	\$2,273	\$2,273	\$2,273	\$11,363	\$6,441	\$4,922	11/15/16 \$762.14 (5 flashlights) + \$1,477.28 (1 VieVu LE4 multi-dock station) 3/14/17 \$2,305.58 (Ballistic Vests) 5/3/19 \$1,895.50 (five load bearing vests)

**NCCSIF POLICE RISK MANAGEMENT GRANT FUNDS HISTORIC USAGE REPORT**

Member	FY 14/15 \$50,000 Grant Camera Allocation	FY 15/16 \$50,000 Grant Fund Allocation	FY 16/17 \$50,000 Grant Fund Allocation	FY 17/18 \$50,000 Grant Fund Allocation	FY 18/19 \$50,000 Grant Fund Allocation	FY 19/20 \$50,000 Grant Fund Allocation	TOTAL GRANTS	YTD Reimbursements Made	REMAINING FUNDS as of 4/21/20	Reimbursement Notes/Plan Usage
17 Placerville*	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$7,645	(\$70)	12/28/17 \$3,970.32 (4 Tactical Armor-Ballistic Vests) 10/3/19 \$3,674.75 (Fitness Equipment)
18 Red Bluff	3	\$2,273	\$2,273	\$2,273	\$2,273	\$2,273	\$11,363	\$4,545	\$6,818	2/17/17 \$1,473.74 (Apex Body cam storage remediation) 10/18/17 \$3,071.26 (5 VieVu LE4 body cameras) 1/25/18 Plan to use to purchase more BWC & future funds to replace old cameras. 3/27/20 Red Bluff PD BWC is fully funded; plan to use funds for fitness equipent.
19 Rio Vista	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$4,241	\$3,334	11/16/17 \$4,241.15 (9 VieVu LE5 body cameras)
20 Rocklin	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150	\$12,120	\$3,030	10/5/16 \$6,516.24 (4 VieVu LE4 body cameras, 1 LE4 multi-dock, 1 LE3 multi-dock) 1/3/19 \$5,603.76 (58 Lenslock bwc cameras and 25 in car dash cameras)
21 Willows	2	\$1,515	\$1,515	\$1,515	\$1,515	\$1,515	\$7,575	\$4,260	\$3,315	6/18/18 \$2,130 for 18/19 Lexipol-Fire Policy Service annual fee 7/2/19 \$2,130 for 19/20 Lexipol-Fire Policy Service annual fee
22 Yuba City	4	\$3,030	\$3,030	\$3,030	\$3,030	\$3,030	\$15,150	\$6,060	\$9,090	5/5/17 \$6,060 (Data911 body-worn cameras)
<b>TOTAL</b>	<b>58</b>	<b>\$49,995</b>	<b>\$49,995</b>	<b>\$49,995</b>	<b>\$49,995</b>	<b>\$49,995</b>	<b>\$249,975</b>	<b>\$139,222</b>	<b>\$109,238</b>	

\*Opted for Cash Allocation to purchase other than VieVu Camera  
Fund Allocation is based on cost of camera at \$757.50 each

# NCCSIF

## Strategic Risk Management Law Enforcement Initiative



### Turn-Key Mobile Video SaaS Offering

Industry Leading Risk Pool Partners  
with Best-in-Class Technology Provider

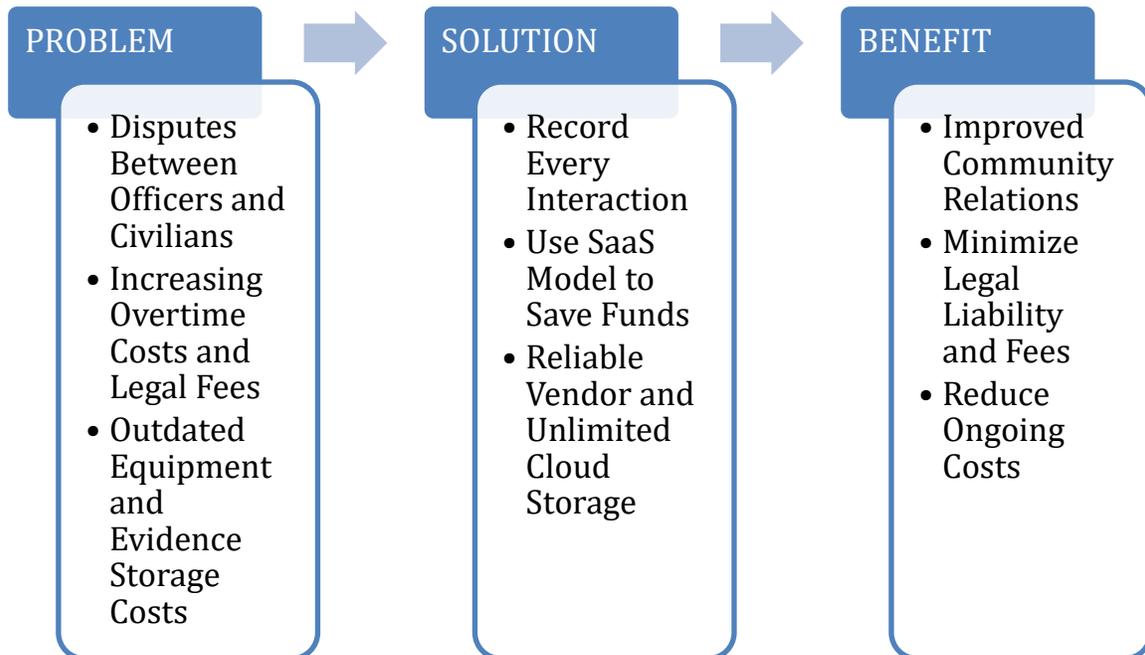
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### Problems – Solutions - Benefits

Police body-worn cameras are small video cameras—typically attached to an officer's clothing, helmet, or glasses that can capture, from an officer's point of view, video and audio recordings of activities, including traffic stops, arrests, searches, interrogations, and critical incidents such as officer-involved shootings. Proponents argue that police body camera programs increase police accountability, thereby strengthening the public trust. Opponents argue that these programs pose risks to individual privacy and may hamper the efforts of law enforcement.



Body cameras provide numerous benefits to the law enforcement agencies that implement them. BWC technology increases police accountability by documenting incidents and encounters between officers and the public. They aid in avoiding confrontational situations by improving officer professionalism and the behavior of people being recorded. The video evidence resolves officer-involved incidents and complaints by providing a more accurate record of events.

Agency transparency improves as a whole, by allowing the public to see video evidence of police activities and encounters. Footage captured by body cameras also can identify and correct internal agency problems by revealing officers who engage in misconduct and agency-wide problems, as well as strengthen officer performance by using footage for officer training and monitoring. Lastly, effective video data management streamlines evidence documentation for investigations and prosecutions, thus saving time and money.

## NCCSIF - LensLock Partnership Overview

As NCCSIF continues its mission to deliver competitive, available, responsive, equitable, and stable risk-coverage programs, it needs the right partner to equip its law enforcement members with body worn & in-vehicle dash camera technology that can collect, protect, and manage sensitive data on a reliable SaaS platform.

Technology makes a vital contribution in shaping the role of a law enforcement officer. That role is under constant public scrutiny, often resulting in juries returning large verdicts against law enforcement agencies. However, introducing this solution with a paradigm of transparency and accountability mitigates risk and exposure to litigation or unwanted complaints from citizens.



Through a partnership between NCCSIF and LensLock, any and all NCCSIF members can become equipped and prepared to capture video from SaaS portal audio-video recording devices that can be uploaded to a CJIS compliant Microsoft Azure cloud service for easy retrieval and review.

NCCSIF and LensLock will assist departments in project management for the use of either of both body worn and in-vehicle cameras, as well as full implementation of the SaaS platform and mobile application. Accurate documentation of all interactions between officers and citizens, or incidents as defined by department policy, allows officers to maintain a secure chain of custody and record of events.

With a streamlined technological solution in place, NCCSIF law enforcement department members can proactively manage legal liability with a proper risk reduction response that addresses a growing concern from the citizens and the populations they serve.

## About LensLock, Inc.™

LensLock has created a truly turn-key body worn camera and in-vehicle dash cam solution for law enforcement agencies. This is a scalable Software-as-a-Service (SaaS) secure cloud service focused on ensuring that digital video and data captured by end customers is safely maintained in our Microsoft Azure Government Cloud solution.

LensLock's secure video management platform brings peace of mind to law enforcement officers, while maintaining an end-to-end chain of custody that guarantees digital evidence has not been compromised. LensLock utilizes a digital fingerprint at the time of capture, combined with other metadata attributes, so customers can manage their critical data evidence 24/7.

## Data Storage

Secure data storage is at the core of everything we do at LensLock. We have developed an enriched SaaS platform for the management of mission-critical video data. The primary focus is to provide a method of gathering, maintaining, and storing digital evidence with a secure chain of custody. Additionally, LensLock created a seamless cloud architecture to assist law enforcement agencies in accessing the data at any time or place for complete scene reconstruction.

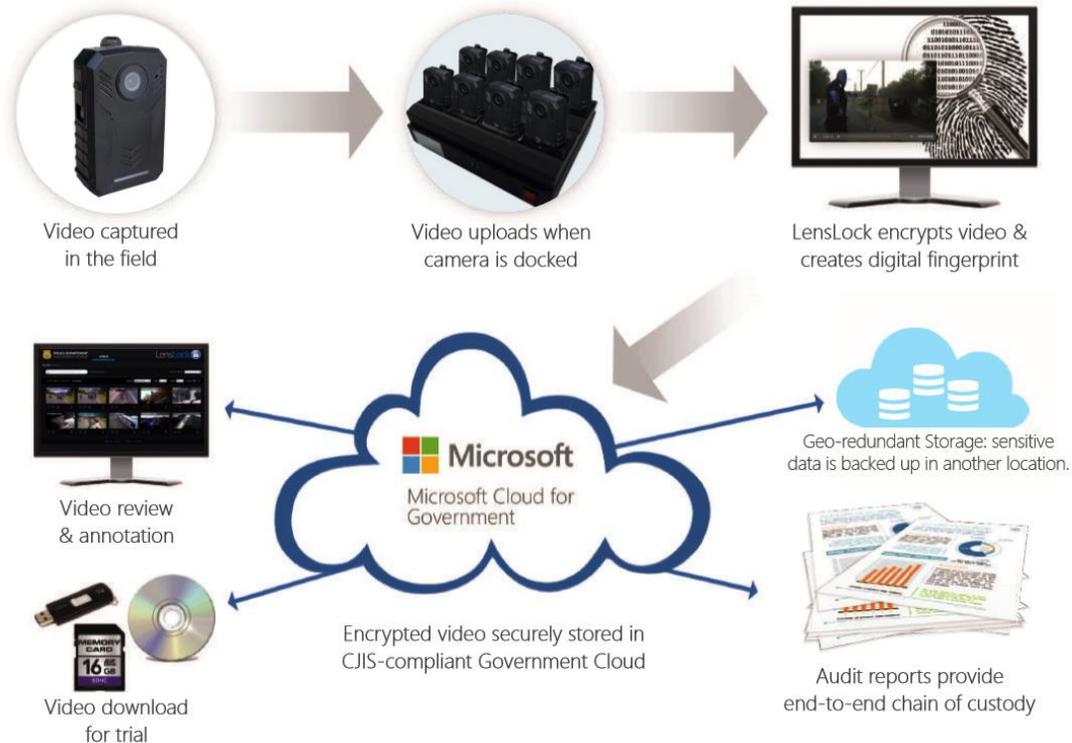
## Data Management

LensLock customer data is managed by strict policies compliant with the established <sup>(SEP)</sup>FBI CJIS (Criminal Justice Information Services) Security requirements regarding digital evidence management. LensLock assists agencies during every step of the way in training, quality assurance, and recreation of any and all digital data that has been collected. End-to-end digital evidence management is provided by LensLock through a suite of products and services that have been developed and tailored to meet end-customer needs.

## Integrated Body Cams & Dash Cams

LensLock is a technology company that offers the latest innovations in body worn cameras (BWCs). LensLock is proud to partner with the top camera manufacturers in the industry to deliver the highest quality, advanced features, and world-class technical support and customer service. LensLock's BWCs offer automatic video offload, 8 hours of continuous record, one-button record, wide-angle lens, 480p up to 1296p HD video, and secure encryption for unauthorized access. They are waterproof and 2M shockproof. LensLock is committed to working with your current camera supplier to secure your digital evidence moving forward.

## How LensLock Works



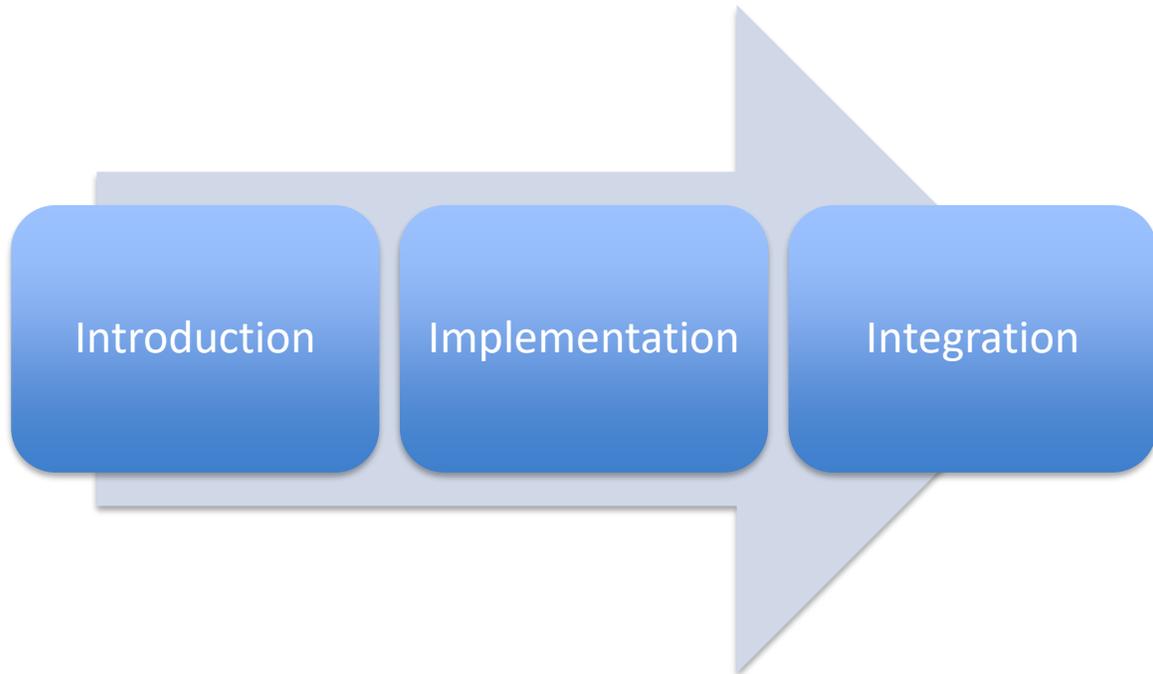
## NCCSIF Implementation Strategy of “Starter Kit” Program

### Segmentation of NCCSIF Members

With your approval and participation, LensLock will take a segmented market approach of offering a FREE, no cost, no obligation Pilot Program to all NCCSIF members over the course of the 2018 fiscal year, leading to the goal of a 100% adoption by July 1, 2020.

LensLock has broken down NCCSIF membership into subset groups based on general interest levels and those department currently using old or outdated equipment. We can target any member departments for our initial program introduction and leverage program success for other NCCSIF cities based on geographical location, with zero exclusions.

**For all NCCSIF members, LensLock will follow the same three-part process listed below, with varying milestone adjustments based on the comfort level of the department and tailored to their unique needs.**



## **I. INTRODUCTION**

### **NCCSIF Member Support Initiatives**

- **Starter Kit**
- **Pilot Program Introduction**

#### **Starter Kit**

All members will receive a LensLock Starter Kit by way of introducing the technology and its capabilities. The Starter Kit will include:

- Risk-management loss prevention initiative announcement for BWC from NCCSIF Executive Leadership
- Marketing collateral outlining market research for BWC industry, market differentiators of LensLock, brochure outlining product specifications and overview
- One pre-programmed LensLock BWC and full suite of accessories
- Implementation workbook
- Sample policy template
- Contact information for LensLock Support Team

We would like NCCSIF to mail starter kit boxes to your members over a pre-planned 3-month period. The entire box and its' contents will be co-branded with the NCCSIF logo and LensLock, Inc. logo. LensLock will create all the starter kit boxes. We would like NCCSIF to simply ship the pre-packaged boxes and pay for the shipping costs.

### **LensLock Pilot Program**

The LensLock Pilot Program allows law enforcement agencies to implement the technology at no-cost, no-obligation for 60 days. After 60 days, the LensLock support team will fully install and integrate technology for agencies.

## **II. IMPLEMENTATION**

### **Key Member Support Initiatives**

#### **1. Implementation Workbook**

#### **System Access**

The LensLock support team will work with agencies to determine the appropriate administrator and supervisor access to the platform. In coordination with the LensLock support team, system Administrators will create accounts for the first upload of officers to access the platform, run a test video upload, and determine appropriate level of access to the platform and data stored for other officers, deputies, or supervisors.

## **III. INTEGRATION**

### **Key Member Support Initiatives**

- 1. On-site demonstrations**
- 2. Teleconference communication**
- 3. Guided webinars**

#### **System Use**

To best understand the system and integrate it into your department's everyday use, the LensLock support team will provide varying levels of service dependent upon the department's needs, including on-site training, teleconference communication, and guided online webinars giving an overview of the technology and its benefits.

#### **LensLock Ongoing Support**

Our team will also review best practices to put in place for use of LensLock technology, including retention standards for videos (i.e., days, weeks, or months specified before purging videos), video tagging and identification (e.g., citation, non-criminal), and possible further integration solutions with RMS and CAD metadata tagging.

The support team can recommend policies for LensLock BWC department use based on statewide-adopted procedures. A sample policy is included in the Starter Kit for departments to reference and adjust for their individual operation. Agencies using

LensLock will have access to end-user training on system use via on-site, online, or webinars depending on the department's needs.

Our support team includes subject matter experts trained on portable audio-video recording equipment. We will assist your agency in staying on the leading edge of innovative technology that can revolutionize your department.

Any defective equipment will be replaced with spare units on site or couriered to the agency within 24-48 hours if not available on site.

Members not yet prepared to engage in a BWC technology pilot program will have an opt-out option.

### **Disaster Recovery Procedures**

Recovery monitors the state of your protected evidence continuously and remotely from Azure. LensLock data servers are replicated between two geographical distinct sites. When replicating to Azure as the secondary site, your data in flight is encrypted and also encryption for data-at-rest.

Automate the orderly recovery of services in the event of a site outage at the primary datacenter with Site Recovery. Bring over applications in an orchestrated way to help restore service quickly, even for complex multi-tier workloads. The disaster recovery plans LensLock has executed are simple to meet your business/policy requirements. Recovery tests are completed on an annual basis to maintain compliance.

## **SCHEDULE**

### **Implementation Evaluation**

After complete implementation of LensLock technology and use, the LensLock support team will work with individual agencies to conduct a thorough evaluation of the system's use to best meet department needs, ensuring a successful continue partnership between LensLock and NCCSIF members.

The LensLock team always has the customer in mind at the forefront of all decisions we make. We will rely on our trusted partners and departments to help determine the best product enhancements and future development of technology. We will work with members to innovate and be the leaders in mobile video solutions for law enforcement.

## NCCSIF COSTS & TERMS

### Simple & Straight Forward NCCSIF Business Offering



Genesis 11™ LensLock Body Cam

- \$999.99** per user per year (no sharing – each BWC individually assigned to one user)
- 5-year contract (ability to opt-out at the end of each year for any reason)
- Unlimited data plan
- Customized mobile application and reporting
- End-to-end hardware guarantee
- Complimentary software upgrades at no cost
- Includes docking stations and all accessories with camera replacements every 24 months



**TITAN IV™ LensLock Dash Cam**



- \$1,999.99** per vehicle per year (two compatible cameras per vehicle)
- 5-year contract (cancellability to opt-out at the end of each year for any reason)
- Unlimited data plan
- Customized installation outsourced to third party (not included)
- End-to-end hardware guarantee
- Complimentary software upgrades at no cost
- Includes two cams per vehicle and all accessories with cam replacements every 24 months





BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.9.**

**CRITICAL INCIDENT VIDEO SERVICES  
GENERAL RETAINER AGREEMENT**

**ACTION ITEM**

**ISSUE.** NorCal Cities Members now face a requirement to release recordings from body-worn cameras within 45 days unless an agency can demonstrate "clear and convincing evidence that disclosure would substantially interfere with the investigation." These videos often need redacting for privacy and some can benefit from captions, inclusion of 911 and dispatch recordings, or other explanation of the recorded activity.

The Program Administrators reached out to Critical Incident Videos to respond to an urgent video request for another client. This process highlighted the need to have a general retainer in place to be able to hire the company at a moment's notice in response to a claim.

Attached is a retainer agreement that has been approved by counsel for consideration. The hourly rate is \$350 but the company agrees to cap services for any one claim at \$5,000.

**RECOMMENDATION:** Approve retainer agreement with Critical Incident Videos.

**FISCAL IMPACT:** None.

**BACKGROUND:** The owner of the company, Laura Cole, also owns Cole Pro Media and provides crisis communication and general community outreach for many police agencies and other public agencies and caps the cost because she considers this a critical service that impacts all her clients.

**ATTACHMENT(S):** Retainer Agreement with Critical Incident Videos

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR VIDEO PRODUCTION SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the the Northern California Cities Self Insurance Fund, on behalf of its member cities, (hereinafter collectively "CITY"), and CRITICAL INCIDENT VIDEOS, LLC (hereinafter "CONTRACTOR").

**RECITALS**

**WHEREAS**, pursuant to recent changes to State law, CITY is now subject to additional requirements for disclosure of records; and

**WHEREAS**, in order to comply with the new disclosure requirements, CITY desires to adopt a practice of producing some of the required records in video form, and will from time to time need the services of a video production contractor to assist with the preparation of video records;

**AGREEMENT**

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

1. **PROJECT COORDINATION.**

A. **CITY'S Project Manager.** The City Manager will designate the PROJECT MANAGER for the CITY, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR'S Project Director.** CONTRACTOR shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONTRACTOR. Laura Cole is hereby designated as the PROJECT DIRECTOR for CONTRACTOR. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the CONTRACTOR shall notify the CITY within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

As may be requested by CITY from time to time, CONTRACTOR shall act as technical expert for putting together a critical incident video or any other video production project requested by CITY. At the request of CITY, CONTRACTOR shall counsel, advise, and guide CITY in matters of video production work and provide a finished product at the CITY'S discretion to distribute.

3. DUTIES OF CITY.

**CITY** shall pay the compensation as provided in Paragraph 4, and perform the duties as follows:

PROJECT MANAGER, or designee, shall communicate **CITY'S** needs for the video production work, including the desired video content, how long the video should be, what information and materials should be included in the video, and what information and materials should be redacted or blurred for privacy reasons or in accordance with state and federal law. PROJECT MANAGER, or designee, will review the critical incident or other video to determine that it accurately represents what happened. PROJECT MANAGER, or designee, will respond to **CONTRACTOR'S** questions through email, telephone or in person.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** \$350 an hour for each hour spent on the project, including but not limited to telephone calls and emails between **CITY** and **CONTRACTOR**, time spent traveling to the location of **CITY**, the process of downloading bodyworn camera footage, research associated with the project, providing technical support to put a critical incident video together, and arranging the critical incident video into a format that can be distributed to the public. **CITY** shall also reimburse **CONTRACTOR** for reasonable travel costs incurred in providing requested services to **CITY** under this Agreement.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**. Fees are not to exceed \$5,000 total without advance written approval from **CITY**.

**CONTRACTOR** shall not incur any outside expenses on behalf of **CITY**, such as legal and accounting fees, unless such expenses have been specifically approved by the PROJECT MANAGER, or designee, in writing in advance. **CITY** shall reimburse **CONTRACTOR** for any such pre-approved expenses.

5. TERM OF AGREEMENT.

The initial term of this Agreement shall be for one (1) year commencing on June 1, 2020 and will automatically renew for successive one-year terms unless terminated per the provisions below.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure

or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all CITY documents or materials provided to CONTRACTOR and any and all of CONTRACTOR's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written or video-taped documents and materials prepared by the CONTRACTOR in connection with the performance of its duties under this Agreement, shall be the sole property of CITY. CITY may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, CONTRACTOR shall make available to CITY, or its agent, for inspection and audit, all documents and materials maintained by CONTRACTOR in connection with its performance of its duties under this Agreement. CONTRACTOR shall fully cooperate with CITY or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, CONTRACTOR shall maintain, at no expense to CITY, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

**B. Other Insurance Requirements.** The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements

for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONTRACTOR** under this agreement.

C. **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the PROJECT MANAGER and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. **Proof of Insurance.** **CONTRACTOR** shall provide to the PROJECT MANAGER or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

#### 11. DISCLAIMER AND ACKNOWLEDGMENT; INDEMNIFICATION.

A. **Disclaimers and Acknowledgments.** **CITY** acknowledges that **CONTRACTOR** is assisting in the technical aspects of video production and does not make any claims regarding applicable laws related to such production and subsequent distribution of any video produced. **CITY** agrees that it will review all video productions prior to any dissemination to ensure accuracy, context and compliance with all relevant laws. **CITY** shall take full responsibility for assuring the video produced and the manners of dissemination and publication comply with any and all applicable laws and regulations. Such responsibility shall include any obligations to any individuals, group, entity, building, facility, company or anything else that may be depicted in such video productions. **CITY** acknowledges that **CONTRACTOR** will not keep copies of any work product provided by **CITY**. All materials and information provided by **CITY** will be returned to **CITY**. The ORIGINAL final product will be provided to **CITY**. **CONTRACTOR** will only retain a copy of the final product provided.

B. **Indemnification.** **CITY** shall fully defend, with counsel of **CITY'S** choosing, indemnify, and hold harmless **CONTRACTOR** from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, arising in tort and/or wrongful death) (hereafter "Claims"), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local

governmental body or agency, arising out of, in any way whatsoever, **CONTRACTOR'S** services under this Agreement, except that to the extent that liability is caused by the gross negligence or willful misconduct of **CONTRACTOR**, **CITY'S** indemnification obligation shall be reduced in proportion to **CONTRACTOR'S** share of liability for the gross negligence or willful misconduct. For purposes of this section, "**CONTRACTOR**" shall include **CONTRACTOR'S** officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. The indemnification provided in this section applies to and includes without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses assessed against or incurred by **CONTRACTOR** in connection with a Claim.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

**CONTRACTOR** shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

**CONTRACTOR** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations.

14. NO THIRD PARTY BENEFICIARIES.

**CITY** and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY's Project Manager:

Marcus Beverly  
NCCSIF Program Director  
Alliant Insurance Services  
2180 Harvard Street, Ste. 460  
Sacramento, CA 95815

TO CONTRACTOR's Project Director:

Laura Cole  
Critical Incident Videos, LLC  
3069 Alamo Drive, #122  
Vacaville, CA 95687

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or

owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. OTHER TAXES.

**CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day, month and year first above written.

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Elizabeth Ehernestorm  
NCCSIF President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.10.**

**PRECISION CONCRETE CUTTING  
SERVICES AGREEMENT**

**ACTION ITEM**

**ISSUE.** Members have utilized Precision Concrete as a cost-effective way of maintaining their sidewalks to avoid costly trip and fall claims. The Committee is asked to consider a master agreement with Precision Concrete to obtain group pricing and ease the process of engaging their services.

Attached is a *sample* agreement as well as information regarding their services and available training presentation should the members want more information.

**RECOMMENDATION:** Review and provide direction or authority to negotiate a master agreement between NCCSIF and Precision Concrete per the terms in the attached sample agreement.

**FISCAL IMPACT:** None – members will be billed directly and encouraged to use risk management reserves or grant if available.

**BACKGROUND:** Precision Concrete has been providing unique sidewalk *cutting* repairs for over 20 years in the SF Bay Area and have spread throughout California.

**ATTACHMENT(S):**

1. Sample agreement with Precision Concrete
2. Sample Training Flyer



Date:

## **PROPOSAL FOR “NOT TO EXCEED” AGREEMENT BETWEEN THE NORTHERN CALIFORNIA CITIES SELF INSURED FUND (NCCSIF) AND PRECISION CONCRETE CUTTING (PCC)**

### **OVERVIEW**

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to pedestrians. Displaced sidewalks cause problems for both public and private entities in the form of trip and fall liability exposure.

It is proposed that NCCSIF and PCC enter into an agreement whereby PCC will assess, and repair sidewalks as identified and requested by Member staff. The price for these services shall not exceed the dollar amount and quantity defined in the “Proposal Detail” section below.

### **BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING**

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

### **ASSESSMENT SERVICES**

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

### **PROPRIETARY MOBILE PHONE SOFTWARE**

PCC has developed proprietary mobile software useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management





### **PROPRIETARY AND PATENTED REPAIR METHOD**

To Date, PCC has been awarded 6 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – [www.uspto.gov](http://www.uspto.gov)

- 6,827,074 - Hub and blade combination patent
- 6,896,604 - Dust hood patent
- 7,000,606 - Cutting apparatus and broadening patent
- 7,143,760 - Method patent
- 7,201,644 - Variations and broadening patent
- 7,402,095 - Extended methods patent

### **MASTER SERVICE AGREEMENT**

This Master Services Agreement (“AGREEMENT”) made as of this date, by and between Precision Concrete Cutting (“CONTRACTOR”) and The Northern California Cities Self Insured Fund (“AUTHORITY”). This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related costs in order to allow the Authority members (“MEMBER”) access to professional sidewalk inspection and maintenance services.

Further, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The CONTRACTOR’s specific services are defined below and are available to MEMBER on an as-needed basis. The exact terms and conditions of such services are to be arranged between CONTRACTOR and MEMBER. MEMBER is responsible for initiating and requesting any work of CONTRACTOR

### **PROPOSAL DETAILS**

#### **Service Option 1 SIDEWALK ASSESSMENT SERVICES**

PCC will inspect sidewalks and provide a written inspection report in the format approved by the MEMBER (optional curbs and gutters can be included in the scope of work). The inspection reports shall include the identification, location, and description of each problem and recommended action to be taken. The format and information required may be changed at the request of MEMBER with the agreement of both parties. The report will include photographs, measurements and be GIS compatible

#### **Sidewalk Assessment Fee Schedule**

\$365 per sidewalk mile

#### **Sample Services and Responsibilities**

1. MEMBER shall provide maps of specified areas to CONTRACTOR.
2. CONTRACTOR shall inspect public rights-of-way designated on the maps.
3. CONTRACTOR shall use current ADA and California Building Code standards, as applicable, in determining trip hazards. These hazards shall include, but not be limited to: a) Differential displacement between sidewalk sections 3/8” or greater b) Spall surfaces, holes in surfaces, and cracks above 1” wide or greater c) Deteriorated joints that have an eroded condition and are 1/2” wide or greater
4. CONTRACTOR shall record location of damaged sections in a GPS device.
5. Data entered into the GPS device shall be provided in writing to the MEMBER.





6. CONTRACTOR shall provide written inspection report that shall include, but not be limited to: a) Identification and description of each problem condition b) Physical address and location, including GPS location data c) Size of the hazards in height, length, and square foot

**Service Option 3 SIDEWALK ASSESSMENT AND TRIP HAZARD REMOVAL**

**Billing Units:**

Hazard Class	Small (3/8" to 1/2")	Medium (>1/2" to 1")	Large (>1")	Lineal Foot Per Location	Square Foot Per Location
Price Per Repair	\$ 35.00	\$ 67.00	\$ 128.00	5 LF	25 sqft
Price Per Sqft	\$ 1.40	\$2.60	\$ 5.25	N/A	NA

**Sample Sidewalk Survey Services and Responsibilities**

1. CONTRACTOR shall perform annual, semi-annual, or quarterly sidewalk inspection as determined by the scope of services to be defined by terms mutually set between the MEMBER and CONTRACTOR.
2. CONTRACTOR shall specify problems and recommend action to be taken.
3. CONTRACTOR shall prioritize the areas and problems to be resolved.
4. CONTRACTOR shall identify repairs to be accomplished by saw cutting.
5. CONTRACTOR shall identify spall surfaces, holes in surfaces, and cracks above 1" wide or greater.
6. CONTRACTOR shall recommend areas to be demolished and replaced.
7. CONTRACTOR shall provide written inspection report that shall include, but not be limited to: a) Identification and description of each problem condition b) Physical address and location, including GPS location data c) Size of the hazards in height, length, and square foot d) Probable cause of the hazard, if evident e) Pictures of damaged areas 1) Priority for repair — high, medium, low g) Recommended action to be taken h) CONTRACTOR shall report to the MEMBER the results of the inspection upon completion

**Sample Sidewalk Trip Hazard Removal Services and Responsibilities**

1. CONTRACTOR shall make repairs and recommendations to achieve the lowest overall cost to the MEMBER.
2. CONTRACTOR shall remove the existing trip hazards by saw cutting changes in elevation between adjacent panels from 3/8' up to 2 1/2" in height as specified in the scope of work defined by mutually set terms between the MEMBER and CONTRACTOR.
3. The MEMBER shall set a fixed budget "not to exceed" per month, per quarter, or per year.
4. CONTRACTOR shall provide in-depth report, audit-able for maintenance and risk management.

**Sample Remove/Replacement Survey Reporting Services and Responsibilities**

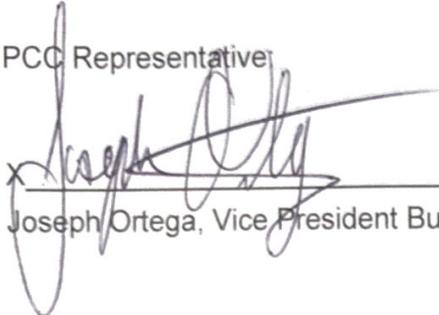
1. CONTRACTOR shall survey and report all areas not recommended for saw cutting.
2. CONTRACTOR shall identify "remove and replacement" locations to maximize the repair of locations that truly need to be replaced.
3. CONTRACTOR shall provide a written report that identifies the location, length, width, and square foot measurement of the affected panels to be replaced.
4. CONTRACTOR shall provide GPS locations, maps and photographs of areas recommended for removal and replacement.
5. CONTRACTOR shall provide an in-depth report on a monthly basis, audit-able for maintenance and risk management.





Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

X  \_\_\_\_\_

Joseph Ortega, Vice President Business Development

NCCSIF Representative:

X \_\_\_\_\_  
Elizabeth Ehrenstrom, President



- ✓ EXCEEDS ADA COMPLIANCE
- ✓ MOST COST-EFFECTIVE
- ✓ CLEANEST PROCESS
- ✓ HIGHEST QUALITY
- ✓ DETAILED REPORTING
- ✓ SERVICING NORTH AMERICA



**PRECISION CONCRETE CUTTING**  
Trip Hazard Removal Specialists

**MAKING SIDEWALKS MORE WALKABLE FOR PEDESTRIANS EVERYDAY.**



## INNOVATION

- Patented technology
- Smart phone app
- GPS survey maps



## ENVIRONMENTAL RESPONSIBILITY

- Patented system captures any dust and debris
- Small equipment reduces noise and CO2 emissions
- All concrete removed is recycled



**LIABILITY REMOVED**

Our repairs :

- Are ADA compliant
- Remove the liability
- Don't cause disruptions
- Make sidewalks safe

## AFFORDABILITY

Sidewalk repairs typically save you 70 - 90% compared with sidewalk replacement.

**We saved our customers over \$75,000,000 last year!**

**WWW.DONTGRIND.COM**

**866.792.8006**

CALL TODAY FOR FREE DEMONSTRATION  
THE ONLY NATIONWIDE TRIP HAZARD REMOVAL COMPANY



**THE COST OF 1 LAWSUIT COULD BE THE SAME COST OF FIXING ALL YOUR TRIP HAZARDS...**

**YOU MAKE THE CALL**





Northern California Cities Self Insurance Fund  
 Executive Committee Meeting  
 May 28, 2020

Agenda Item H.11.a.

**CJPRMA COVERAGE - SIR OPTIONS**

**ACTION ITEM**

**ISSUE:** The Board has decided to fund the Liability Program with a \$750,000 SIR but has postponed a decision on moving up from the current \$500,000 SIR pending additional information, including understanding which CJPRMA members will be remaining at the lower SIR.

The Program Administrators analyzed the attached data provided by CJPRMA. While limited in scope, and a few years old, it assists by providing the following summary of the current members that may stay at the \$500,000 SIR who have relatively better or worse loss rates than NorCal Cities.

Better Relative Loss Rate	Worse Relative Loss Rate
San Leandro	Alameda
SCORE	Fremont ( <i>expected to move up</i> )
Richmond ( <i>undecided</i> )	Petaluma
San Rafael ( <i>undecided</i> )	Chico
	Lodi

It's important to note that while NorCal fares better than some by measuring their relative *loss rates*, we have the highest percentage of the *total losses* of any member over the two periods of analysis. To drill deeper, we can compare the payroll for the members left in the \$500K SIR layer since those losses will be shared pro-rata by payroll within that group. If Fremont does not stay at \$500k NCCSIF will constitute 44% of the payroll and so will be allocated that much of all losses (*our losses, and others losses*).

**Pros**

- Take advantage of lower pricing for CJPRMA layer and fund surplus with the difference.
- Continue to fund the layer with more than just NCCSIF members, some with better experience.

**Cons**

- Sharing risk with some members who have relatively worse loss rates.
- Funding for that risk is less than what the actuary would recommend
- NCCSIF largest remaining member by payroll with as much as 44% of the total

Overall the mix of members at the \$500,000 SIR are fairly representative of the CJPRMA group as a whole. Larger cities, like Fremont, tend to tilt the balance toward a worse than average experience. The next CJPRMA Board meeting is May 21<sup>st</sup> and so we may have more information regarding other members' decisions.



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.11.a. (continued)**

**RECOMMENDATION:** There are three key points for the EC to consider at this time:

1. Discuss whether or not NorCal would want to share risk for just **one more year with** the other CJPRMA Member cities remaining.
2. Discuss the benefits of other (more urban/suburban cities) paying 55% of *our* losses in in this \$250k xs \$500k compared to the disadvantage of us paying 45% of *their* losses in this layer; losses such as police, street & road and Employment Practices.
3. Consider deferring this decision to the NorCal Board meeting pending additional information from CJPRMA regarding the mix of members at the \$500,000 SIR. (Although they have not given us a specific deadline, their upcoming meeting may request our decision prior to our Board meeting if all others have made up their minds).

**FISCAL IMPACT:** TBD. Members are expected to fund at the \$750K SIR even if stay at \$500K.

**BACKGROUND:** The Board was provided analysis of the SIR options at their last meeting and decided to fund the Liability Program based on the pool's actuary's projections for a \$750,000 SIR. However, from a purely financial standpoint it makes sense to stay at \$500,000 with CJPRMA since their funding formula results in a lower rate. The difference of \$316,355 can be used to support the program's surplus and pay for any additional funding CJPRMA may impose if that group experiences a worse than expected year.

Currently eight of the twenty-two CJPRMA members are planning to stay at the \$500,000 SIR, including Fremont. In the years evaluated, the members with the worst loss experience in that group are Alameda, Fremont, and NCCSIF. Others remaining in the group with better than average results include San Leandro, and SCORE, while Lodi, Chico, and Petaluma have experienced a higher frequency of claims than expected but have not incurred as much as expected.

**ATTACHMENT(S):** Expected Member SIR Changes With Relative Loss Analysis from CJPRMA.

**CJPRMA Member Relative Loss Rates and SIR Analysis**

		2017 Ex Mod Study					2019 Presentation				
MEMBER	Projected SIR 20/21	2017 Payroll	Pool B Freq \$500k to \$1M	Pool C Freq \$1M +	Pool B Incd \$500k to \$1M	Pool C Incd \$1M +	2018 Payroll	Relative Payroll	Limited Incurred Losses 06/07 to 15/16	Relative Losses	Relative Loss Rate
Alameda	\$ 500,000	3.0%	8.0%	8.7%	7.9%	12.6%	\$ 571,108	3.8%	\$ 2,499,829	19.49%	\$ 0.85
Chico	\$ 500,000	1.9%	4.0%	0.0%	4.8%	0.0%	\$ 328,348	2.2%	\$ 1,295,182	10.10%	\$ 1.10
Fairfield	\$ 750,000	3.2%	2.0%	4.3%	3.1%	0.0%	\$ 496,066	3.3%	\$ 1,519,802	11.85%	\$ 0.28
Fremont	\$ 500,000	6.6%	6.0%	8.7%	6.9%	8.7%	\$ 930,519	6.2%	\$ 5,789,112	45.14%	\$ 2.08
Livermore	\$ 750,000	3.1%	2.0%	0.0%	0.6%	0.0%	\$ 425,829	2.8%	\$ 104,912	0.82%	\$ 0.05
Lodi	\$ 500,000	2.0%	2.0%	0.0%	3.1%	0.0%	\$ 303,088	2.0%	\$ 1,624,637	12.67%	\$ 2.53
LPFD	\$ 750,000						NEW				
NCCSIF	\$ 500,000	10.1%	12.0%	21.7%	15.4%	22.0%	\$ 1,565,565	10.4%	\$ 9,941,406	77.52%	\$ 0.82
Petaluma	\$ 500,000	1.7%	6.0%	0.0%	2.5%	0.0%	\$ 282,105	1.9%	\$ 1,920,006	14.97%	\$ 1.15
Redding	\$ 750,000	4.2%	0.0%	0.0%	0.0%	0.0%	\$ 591,745	3.9%	\$ 154,813	1.21%	\$ 0.65
REMIF	\$ 750,000	6.2%	8.0%	8.7%	9.1%	15.6%	\$ 1,007,607	6.7%	\$ 5,765,690	44.96%	\$ 1.91
Richmond		5.5%	4.0%	0.0%	3.9%	0.0%	\$ 827,557	5.5%	\$ 1,993,275	15.54%	\$ 0.69
Roseville	\$ 1,000,000	6.7%	8.0%	8.7%	6.4%	0.4%	\$ 918,686	6.1%	\$ 1,178,198	9.19%	\$ 0.50
San Leandro	\$ 500,000	2.0%	0.0%	0.0%	0.0%	0.0%	\$ 311,361	2.1%	\$ 2,123	0.02%	\$ 0.16
San Rafael		2.4%	0.0%	0.0%	0.0%	0.0%	\$ 353,894	2.3%	\$ 413	0.00%	\$ 0.05
Santa Rosa	\$ 1,000,000	6.6%	4.0%	4.3%	5.7%	0.7%	\$ 963,799	6.4%	\$ 724,087	5.65%	\$ 0.49
SCORE	\$ 500,000	1.3%	2.0%	0.0%	0.2%	0.0%	\$ 223,050	1.5%	\$ 31,558	0.25%	\$ 0.03
Stockton	\$ 1,250,000	7.2%	n/a	4.3%	n/a	4.2%	\$ 1,181,452	7.8%	\$ 4,013,267	31.29%	\$ 2.51
Sunnyvale	\$ 750,000	6.2%	8.0%	8.7%	6.8%	1.5%	\$ 879,997	5.8%	\$ 1,478,921	11.53%	\$ 0.27
Vacaville	\$ 750,000	3.4%	4.0%	4.3%	5.1%	1.5%	\$ 530,084	3.5%	\$ 962,891	8.20%	\$ 0.35
Vallejo	n/a	3.2%	6.0%	13.0%	9.2%	21.1%	\$ 526,996	3.5%	\$ 12,824,917	109.25%	Left



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.11.b.**

**CJPRMA COVERAGE  
INFECTIOUS DISEASE EXCLUSION**

**ACTION ITEM**

**ISSUE.** The reinsurance purchased by CJPRMA that provides coverage above \$15M will include an infectious disease exclusion for the first time. This is not unusual or unexpected given the current insurance market conditions, increasing numbers of COVID-19 related claims for property and Workers' Compensation coverage, and the general uncertainty caused by the pandemic.

The Program Administrators have discussed the liability exposure related to the current pandemic with coverage counsel and other pool administrators to determine if changes should be made at the primary coverage level. Generally speaking the risk of a major claim is low, and immunities will likely apply to any claims arising from public safety activities as long as the member did not knowingly increase the risk of infection. There is also the difficulty of a plaintiff proving where and how they were infected and that the member had notice of or created a dangerous condition.

While the risk seems relatively low, we don't have enough experience at this point to make a strong recommendation other than to say there is exposure for defense costs that should be considered. If members are concerned about the exposure but do not want to exclude it entirely a sublimit could be implemented or a more preferred option might be an aggregate limit that would still allow members to access the excess coverage.

**RECOMMENDATION:** Continue to monitor and take up at the Board Planning meeting to consider action including retroactively amending the coverage should claims exceed expectations.

**FISCAL IMPACT:** Uncertain. So far we have not seen the same level of claims activity in liability as in other areas but that could change as restrictions are eased and activity increases.

**BACKGROUND:** Insurers are known to respond to new loss exposures by excluding or limiting their coverage until they have better data on their impacts. They will then tend to offer the excluded or limited coverage for an additional premium, often under a separate policy. This has been the pattern with pollution, employment practices, and cyber coverage.

**ATTACHMENT(S):** Sample Infectious Disease Exclusion.

**Endorsement No.:**

This Endorsement, effective:

(at 12:01 A.M. prevailing time at the address stated in Item 1. (b) of the Declarations)

forms a part of Policy No.:

Issued to:

By:

**COMMUNICABLE DISEASE EXCLUSION**

It is agreed that this **policy** is amended as follows:

This **policy** does not provide coverage for any liability, **loss**, injury, damage, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of any one or more of the following:

- 1. any **communicable disease**; or
- 2. any loss, cost or expense relating to the monitoring, clean-up, removal, containment, treatment, disposal, replacement or rehabilitation or real or personal property due to actual or suspected contamination by infectious bacteria or viral organisms capable of transmitting a **communicable disease**.

This exclusion applies even if the claims against any **insured** allege negligence or other wrongdoing in the:

- a. supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **communicable disease**;
- b. testing for a **communicable disease**;
- c. failure to prevent the spread of the **communicable disease**; or
- d. failure to report the **communicable disease** to authorities.

Solely for the purpose of this endorsement, SECTION VI - DEFINITIONS is amended to include the following additional definition:

**Communicable disease** means any disease, illness or condition caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host.

All other terms and conditions of this **policy** remain unchanged.

**(Insurer Name)**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date of Issuance:**



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.12.**

**FY 20/21 NCCSIF ADMINISTRATION BUDGET**

**ACTION ITEM**

**ISSUE.** The Executive Committee reviews and recommends to the Board the budget for the next fiscal year. Attached is the current budget for review and discussion. The Administrative Costs are discussed in more detail below. The budget to actual revenues provided by our accountant are used in creating the FY 20/21 budget.

**Administrative Expenses**

- Claim Audits - Every year either the Liability or Workers' Compensation claims are audited. The Liability Claims audit in FY 19/20 was budgeted at \$8,500. For FY 20/21 the Workers' Compensation Claims audit is budgeted at \$11,600.
- The Financial Audit increased by 1% pending approval of the auditor's proposal.
- Actuarial Services are increasing by \$360 (2.8%) per current service agreement.
- Accounting Services are expected to increase \$3,600 (3.4%) per current contract.
- York's Risk Control services are the same as last year based on the current contract, and the rest of the risk control budget is expected to be flat, pending Lexipol renewal.
- State Funding/Fraud Assessment has been estimated to increase by 15% from the actual expense of \$280,247 in FY 19/20. This is hard to predict as it is based on the amount of indemnity payments during the year.
- The Program Administration and Brokerage Fee is increasing by \$11,017 (3.2%) per the terms of the current agreement.

**RECOMMENDATION:** Recommend budget as presented or revised or provide direction.

**FISCAL IMPACT:** Total administrative expenses are estimated to be \$1,391,692, an increase of \$77,069 (5.9%) increase over FY 19/20, driven largely by the estimated increase of \$54,585 in the State's Self-Insured Assessment. The remainder is due to scheduled service contract increases. A small amount of surplus offset may be available to reduce the funding, to be determined as we get closer to the fiscal year end

**BACKGROUND:** None

**ATTACHMENT(S):** Preliminary FY 20/21 NCCSIF Budget

**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND**

**ADMIN BUDGET - Final**  
**July 1, 2020 to June 30, 2021**

		WORK COMP	LIABILITY	GROUP PURCHASE	FY 20/21 TOTAL	FY 19/20 PRIOR YEAR	\$ CHANGE	% CHANGE
<b>REVENUES</b>								
<i>Est</i>	WC Program Banking Layer					\$6,501,000	(\$6,501,000)	-100%
<i>Est</i>	WC Program Shared Layer				\$0	\$3,560,000	(\$3,560,000)	-100%
<i>Est</i>	WC Program Admin Expense				\$0	\$847,151	(\$847,151)	-100%
<i>Est</i>	Excess WC Coverage (EIA)	\$1,820,944			\$1,820,944	\$1,668,420	\$152,524	9%
<i>Est</i>	Liability Program Banking Layer				\$0	\$2,211,000	(\$2,211,000)	-100%
<i>Est</i>	Liability Program Shared Layer				\$0	\$2,374,000	(\$2,374,000)	-100%
<i>Est</i>	Liability Program Admin Expense				\$0	\$467,007	(\$467,007)	-100%
<i>Est</i>	Excess Liability Coverage (CJPRMA)				\$0	\$1,497,548	(\$1,497,548)	-100%
<i>Est</i>	Group Purchase Property Coverage (APIP)				\$0	\$2,102,104	(\$2,102,104)	-100%
<i>Est</i>	Group Purchase Crime Coverage (ACIP)				\$0	\$51,449	(\$51,449)	-100%
<i>Est</i>	Group Purchase Coverage (ADWRP)				\$0	\$11,491	(\$11,491)	-100%
<i>Est</i>	Pass through Cost - Lexipol Fire Manual and DTBs				\$35,756	\$27,099	\$8,657	32%
N/A	Pass through Cost - Appraisal Services			N/A	N/A	N/A		
<i>Est</i>	Pass through Cost - Drone Coverage		\$4,736		\$4,736	\$4,440	\$296	7%
	Pass through Cost - Cordico APP					\$0	\$0	#DIV/0!
	Pass through Cost - Laura Cole Retainer					\$0	\$0	#DIV/0!
	<b>Total Revenues</b>	<b>\$1,820,944</b>	<b>\$4,736</b>	<b>\$0</b>	<b>\$1,861,436</b>	<b>\$21,322,709</b>		

**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND**

**ADMIN BUDGET - Final**  
**July 1, 2020 to June 30, 2021**

		WORK COMP	LIABILITY	GROUP PURCHASE	FY 20/21 TOTAL	FY 19/20 PRIOR YEAR	\$ CHANGE	% CHANGE
EXPENSES		WORK COMP	LIABILITY		FY 20/21 TOTAL	FY 19/20 PRIOR YEAR	\$ CHANGE	% CHANGE
<b>Administrative Expenses:</b>								
Consultants								
52101	Claims Audit	\$11,600			\$11,600	\$8,500	\$3,100	36.5%
52102	Financial Audit	\$13,850	\$13,850		\$28,000	\$27,700	\$300	1.1%
52103	Legal Services	\$2,000	\$15,000		\$17,000	\$17,000	\$0	0.0%
52104	Actuarial Review	\$5,710	\$7,710		\$13,420	\$13,060	\$360	2.8%
52105	Computer Services				N/A	N/A	N/A	N/A
52106	CAJPA Accreditation (every 3 years: not until 2021)				N/A	N/A	N/A	N/A
52109	Misc. Consulting/Contingency	\$2,500	\$2,500		\$5,000	\$5,000	\$0	0.0%
	<b>Total Consultant Expenses</b>	<b>\$35,660</b>	<b>\$39,060</b>		<b>\$74,720</b>	<b>\$71,260</b>	<b>\$3,460</b>	<b>4.9%</b>
<b>Safety Services:</b>								
52204	Risk Control Services Agreement	\$89,240	\$89,240		\$178,480	\$178,480	\$0	0.0%
52201	Outside Training	\$15,000	\$15,000		\$30,000	\$30,000	\$0	0.0%
52202	Risk Mgmt Comm Mtg Expense	\$750	\$750		\$1,500	\$1,500	\$0	0.0%
52207	Member Training and Risk Management	\$50,000	\$38,000		\$88,000	\$88,000	\$0	0.0%
52208	Lexipol Police Manual Updates & DTBs	\$144,441			\$144,441	\$140,234	\$4,207	3.0%
52209	Police Risk Management Funds	\$25,000	\$25,000		\$50,000	\$50,000	\$0	0.0%
	<b>Total Safety Services Expenses</b>	<b>\$324,431</b>	<b>\$167,990</b>		<b>\$492,421</b>	<b>\$488,214</b>	<b>\$4,207</b>	<b>0.9%</b>
<b>Claims Administration</b>								
52302	Claims Administration Fee (Reports, etc.) Annual	\$0	\$0		\$0	\$0	\$0	-
	Claims Adjustment Fee*							
52304	State Funding/Fraud Assessment	\$322,284			\$322,284	\$267,699	\$54,585	20.4%
	<b>Total Claims Administration Expenses</b>	<b>\$322,284</b>	<b>\$0</b>		<b>\$322,284</b>	<b>\$267,699</b>	<b>\$54,585</b>	<b>20.4%</b>
<b>Program Administration</b>								
52401	Program Administration and Brokerage Fee	\$159,092	\$190,911		\$350,003	\$338,986	\$11,017	3.2%
52403	Accounting Services	\$54,885	\$54,885		\$109,770	\$106,170	\$3,600	3.4%
	<b>Total Program Administration Expenses</b>	<b>\$213,977</b>	<b>\$245,796</b>		<b>\$459,773</b>	<b>\$445,156</b>	<b>\$14,617</b>	<b>3.3%</b>

**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND**

**ADMIN BUDGET - Final**  
**July 1, 2020 to June 30, 2021**

		WORK COMP	LIABILITY	GROUP PURCHASE	FY 20/21 TOTAL	FY 19/20 PRIOR YEAR	\$ CHANGE	% CHANGE
<b>Board Expenses</b>								
52501	Executive Committee	\$1,250	\$1,250		\$2,500	\$2,500	\$0	0.0%
52502	Executive Committee Member Travel	\$2,000	\$2,000		\$4,000	\$4,000	\$0	0.0%
52503	Board of Directors Meetings (includes Travel)	\$4,000	\$4,000		\$8,000	\$8,000	\$0	0.0%
52509	Board of Directors Long Range Planning (every 3 years, last LRP January 2020)	\$4,000	\$4,000		\$8,000	\$8,000	\$0	0.0%
52504	Association Memberships (PARMA, CAJPA, AGRIP)	\$2,500	\$2,500		\$5,000	\$4,800	\$200	4.2%
	<b>Total Board Expenses</b>	<b>\$13,750</b>	<b>\$13,750</b>		<b>\$27,500</b>	<b>\$27,300</b>	<b>\$200</b>	<b>0.7%</b>
<b>OTHER Administration Expenses</b> (Not identified with above budget line items)								
52000	Administrative Expense	\$0	\$0		\$0	\$0	\$0	0.0%
52001	Administration Expense - Other	\$0	\$0		\$0	\$0	\$0	0.0%
52900	Member Identity Theft Protection	\$14,529	0		\$14,994	\$14,994	\$0	0.0%
	<b>Total Other Admin</b>	<b>\$14,529</b>	<b>\$0</b>		<b>\$14,994</b>	<b>\$14,994</b>	<b>\$0</b>	<b>0.0%</b>
<b>Total Admin Expenses</b>		<b>\$924,631</b>	<b>\$466,596</b>		<b>\$1,391,692</b>	<b>\$1,314,623</b>	<b>\$77,069</b>	<b>5.9%</b>
Net Loss/Admin Surplus Offset						TBD		0.0%

\* WC of \$706,000 included in Banking Layer Funding. GL time and expense billed to file.



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.13.**

**STRATEGIC PLAN UPDATE**

**ACTION ITEM**

**ISSUE:** Attached is the latest draft of the Strategic Plan for the Committee to review, revise, and provide direction as needed.

The focus of the update at the Board meeting in January was the Funding Policy and strengthening some of its performance benchmarks. The Risk Management Committee reviewed the Plan but did not provide any new suggestions.

Given the uncertain conditions caused by the extremely hard insurance market as well as the pandemic we are facing the timing is right to consider alternatives to the current structure of the pools' coverage and services. The pool has not conducted a focused strategic planning session for some time and the Program Administrators would like members to consider a facilitated all-day planning session for their October 29 or December 10 meeting.

**RECOMMENDATION:** Review current Plan and provide direction.

**FISCAL IMPACT:** TBD – cost of facilitator and meeting can be met in proposed budget.

**BACKGROUND:** The last facilitated strategic planning meeting was held in 2011. Since that time the plan has been updated by the Board at regular Training Day/Planning sessions.

**ATTACHMENT(S):** Revised Strategic Plan as of April, 2020.

**NCCSIF STRATEGIC GOALS & ACTION PLAN**

Goals Established: 12/14/17 BOD Long Range Planning meeting *with updated goals from 1/16/20 LRP meeting*

Updated: 5/21/20

MISSION STATEMENT

*The Northern California Cities Self Insurance Fund, or NorCal Cities, is an association of municipalities joined to protect member resources by stabilizing risk costs in a reliable, economical and beneficial manner while providing members with broad coverage and quality services in risk management and claims management.*

GOAL	ACTION/TASK	RESPONSIBLE ENTITY	DEADLINE	STATUS
LRP-1				
<b>What do we want to be when we grow up</b>	1. Open to grow membership, but not actively market with caveat to maintain geographic centric/similar exposures as current members. Will underwrite on an as-needed basis when a city approach the pool to join.	BOD	Open	As Needed
	2. Expand coverage programs to meet the needs of members as risks change/emerge.	BOD/Alliant	Ongoing	
	3. Review excess coverage options including an enterprise-wide aggregate deductible.	BOD/Alliant	Review Next LRP Meeting	
LRP-2				
<b>What more can NCCSIF do for members</b>	1. Risk Management Goals - goods and services?	BOD, PRMC, Alliant, Bickmore	Ongoing	
	2. "Push" services such as sidewalk repair, crosswalk/road design, others	BOD, York, CJPRMA	Open	
	3. Continued interest in Parametric Coverage: BI for Liability - Civil Disorder, Wildfire Coverage, Active Shooter.	Alliant	Ongoing	
	<i>BOD approved Violent Event sub-limit coverage endorsement under Liability Program at the April Board meeting.</i>			
LRP-3				
	1. Maintain 80% CL funding and increase ability to sustain \$1M SIR	BOD, Alliant, Marta, Actuary	7/1/22	
<b>How do we achieve greatness</b>	<i>BOD approved funding at 80% Confidence Level for both WC and Liability Programs effective 7/1/18.</i>			
		BOD, Alliant, Marta, Actuary	Open	<b>10/25/18</b> BOD Mtg
		<b>3. Continuing to strengthen our financial position by setting new goals in the</b>	<b>BOD</b>	<b>6/30/20</b>



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.14.a.**

**REVISION TO LIABILITY COUNSEL LIST  
NEW ADDITION - KRONICK MOSKOVITZ TIEDEMANN & GIRARD**

**ACTION ITEM**

**ISSUE:** The City of Rio Vista is recommending the addition of Mona G. Ebrahimi, Kevin A. Flautt and Olivia R. Clark from Kronick Moskowitz Tiedemann & Girard to the Liability Counsel Approved List. The request is based on an immediate need for defense of several claims that initially were most efficiently managed by Mona Ebrahimi. The Kronick firm itself is on the list already.

Approval of this or any other firm that also serves as city attorney is based on separation of counsel serving as city attorney and counsel defending claims covered by NorCal Cities.

Hourly rates for the firm: Shareholders \$250, Associate \$220. These are in line with the top rates at other firms on the approved list.

**RECOMMENDATION:** Approve as requested

**FISCAL IMPACT:** None.

**BACKGROUND:** The Claims Committee regularly reviews and recommends changes to the Approved List of attorneys based on feedback from members and the claims administrator.

**ATTACHMENT(S):**

1. Mona G. Ebrahimi Bio
2. Kevin A. Flautt Bio
3. Olivia R. Clark Bio



## MONA G. EBRAHIMI, SHAREHOLDER

(916) 321-4597 | mebrahimi@kmtg.com

Mona is an AV rated attorney who enjoys practicing municipal law and the opportunity to see her work come to fruition in the communities she represents. As City Attorney to the City of Rio Vista and the Town of Atherton, as well as General Counsel to the Fulton-El Camino Recreation and Park District and Suisun/Solano Water Authority, she provides general counsel services in a broad range of municipal and public law matters. She also serves as the Assistant City Attorney for the City of West Sacramento and the Town of Loomis.

### LEGAL EXPERIENCE

Mona is skilled in addressing the variety of legal issues that challenge public agencies, for example she may be navigating California Environmental Quality Act (CEQA) for a land use project one day, and representing a police officer in court the next day. She has successfully opposed dozens of *Pitchess* motions in court, and helped her clients achieve victories in cases brought pursuant to the CEQA. Outside the courtroom setting, Mona advocates for her city clients in administrative hearings. She regularly attends City Council and Planning Commission meetings, and advises those bodies to ensure compliance with the Brown Act and Conflicts of Interest Laws. She also is a certified mediator experienced in alternative dispute resolution, offering clients a cost-effective, non-litigation option for resolving conflicts. Her areas of practice include:

- Public contracts review, drafting and competitive bidding
- Advising and responding to requests pertaining to local governance, such as open meeting laws, the Brown Act, Public records laws, including the Public Records Act and Pitchess laws, Election law, and Conflicts of Interest
- California Environmental Quality Act (CEQA) and CEQA litigation
- Development agreements review, drafting and negotiation
- Joint Power Authorities (JPAs)
- Local Agency Formation Commission (LAFCO)
- Land use
- Prevailing wage issues
- Property development (for commercial projects, residential, subdivisions and master planned communities)
- Subdivision Map Act

While in law school, she clerked for the United States Attorney's Office, San Diego County, where she interviewed witnesses and drafted interrogatories, composed legal memorandums, drafted motions, conducted research, and drafted responses to torts claims. She also served as a judicial extern for the Superior Court of San Diego where she conducted criminal legal research and drafted legal memorandums for judges. During this time, she also served as a pro bono intern with the Legal Aid Society of San Diego, assisting indigent clients with unlawful detainer complaints.

### PRACTICE EXAMPLES

- Mona has reviewed and provided legal advice on dozens of environmental documents. She has also defended cities in CEQA litigation.
- Mona is experienced in the negotiation and drafting of development agreements for municipalities, having handled numerous agreements between private entities and cities for new and infill development.
- As a certified mediator, Mona has mediated cases in small claims court and in juvenile hall, handling conflicts

between individuals, families, privately owned companies and juvenile hall minors. While in undergraduate school, she also mediated conflicts between student groups, faculty, and administration.

## PROFESSIONAL ACTIVITIES & ACCOMPLISHMENTS

Mona believes strongly in serving the community. She currently fulfills that goal by volunteering at local non-profit organizations. Her professional activities and affiliations include:

- Martindale-Hubbell AV Rated Attorney
- *Northern California Rising Star* (2012-2018)
- Top Lawyers, *Sacramento Magazine* (2016-2019)
- Best of the Bar, *Sacramento Business Journal* (2018)
- *Top 100 Professionals Under 40* (2013)
- Adjunct Professor, University of the Pacific, McGeorge School of Law
- Member, Sacramento County Bar Association
- Member, Metro Chamber's Leadership Sacramento Class of 2011

## PUBLICATIONS AND SPEAKING ENGAGEMENTS

- Author, "Discharge of Public Employee Who Sent Scathing Email Criticizing His Superiors Did Not Violate Employees Free Speech Rights," *California Special District Magazine*, Vol. 4, Issue 6, Nov-Dec 2010
- Author, "Legal Uncertainty: Local Regulation of Medical Marijuana Collectives," *California Land Use Law & Policy Reporter*, April 2010
- Contributing Author, CEB's *California Land Use Practice*, section on vested rights
- Contributing Author, LOCC's *Municipal Law Handbook*, section on Government Claims Act
- Provides several AB 1234, Conflicts of Interest, Public Records Act and Brown Act presentations annually to special districts, cities, and to members of CSDA and SACRS

## ACADEMIC BACKGROUND

J.D. California Western School of Law, San Diego, 2004

- Cum Laude
- American Jurisprudence Award recipient in Property Law, Advanced Mediation, Advanced Legal Research and Writing, Negotiation, and Child Advocacy
- Academic Achievement Scholarship
- Dean's Honor List, 2003 and 2004
- Commencement Speaker, 2004
- Honors Instructor, Legal Research and Writing, 2004

B.A. University of California, Davis, 2002



## KEVIN A. FLAUTT, SENIOR COUNSEL

(916) 321- 4301 | kflautt@kmtg.com

Kevin advises and litigates on behalf of public agency clients in all matters, including wage and hour issues, labor and collective bargaining issues, due process and discipline for public sector employees, discrimination, harassment, disability accommodation, 42 U.S.C. § 1983 litigation, public employee privacy rights, leaves of absences, writ of mandate proceedings, and other public employment based actions. Kevin also advises his clients in the areas of commercial bankruptcy, creditor's rights and construction litigation.

### LEGAL EXPERIENCE

Kevin's legal background includes more than a decade of substantive experience litigating in State, Federal and Appellate Courts in the areas of public agency law, labor law, employment actions, business and securities litigation, real estate & lending law, commercial bankruptcy & creditor's rights, equine law, consumer fraud, attorney professional responsibility and construction defect for both Plaintiff and Defense. Kevin possesses substantive experience litigating the numerous procedural requirements of the Public Safety Officers Procedural Bill of Rights Act and the Firefighters Procedural Bill of Rights Act. Kevin also has experience prosecuting labor law actions before the Public Employment Relations Board and the Los Angeles Employment Relations Board, as well as in the negotiation of collective bargaining agreements and policies.

Kevin began his career clerking with the Civil Litigation Division of the United States Attorney's Office here in Sacramento.

### PROFESSIONAL ACTIVITIES & AFFILIATIONS

- Member, Hispanic National Bar Association
- Member, Sacramento County Bar Association

### ADMITTED TO PRACTICE

- All California United States District Courts
- Ninth Circuit Court of Appeal
- California State Courts

### ACADEMIC BACKGROUND

J.D., University of the Pacific, McGeorge School of Law, 2008

- Dean's List 2007 and 2008 (Roger J. Traynor Honor Society)
- Honors at Entrance

B.A., University of California, San Diego, 2005

- Double Major in Political Science and Psychology



## OLIVIA R. CLARK, ASSOCIATE

916-321-4290 | oclark@kmtg.com

As an associate attorney, Olivia advises public agency clients in all matters, especially those related to municipal administration and governance, environmental law, water rights, and land use issues. She blends sharp advocacy and creative thinking to assist municipalities and special districts in negotiating, drafting, and reviewing agreements and developing various ordinances and regulations.

Olivia is especially experienced in advising both public and private entities in matters related to land use and planning. Prior to joining the firm, she worked for a boutique law firm in Sacramento that specialized in land use permitting and environmental law litigation all over the State of California. Specifically, she has worked on issues related to the California Environmental Quality Act, the National Environmental Policy Act, the Endangered Species Act, the Brown Act, and public agency law, including that related to the Public Records Act and special districts.

Blending her comfort in navigating the veritable minefield of regulations with her passion for building the community she is proud to call home, Olivia works to help her clients feel informed and, when necessary, advocate their interests in various venues.

### LEGAL EXPERIENCE

Following the fulfillment of her law degree, Olivia completed a research fellowship with the California Environmental Law and Policy Center at the University of California Davis School of Law, where she published papers on administrative procedures of the State Water Resources Control Board amidst drought exacerbated by climate change. Her other research focused on reformation of the Colorado River Compact. She aided instruction in Climate Change Law and Policy and Water Law courses. Before that, she was a law clerk at the California Governor's Office of Research and Planning where she executed in-depth research to aid drafting of technical revisions to the CEQA guidelines pertaining to Tribal Cultural Resources and State Wildfire Areas.

### PROFESSIONAL ACTIVITIES & AFFILIATIONS

- Member, Association of Women in Water, Energy and Environment
- Member, California Lawyers Association, Environmental Law Section
- Member, Sacramento County Bar Association
- Member, Schwartz-Levi Inn of Court, Secretary

### ADMITTED TO PRACTICE

- California State Courts

### ACADEMIC BACKGROUND

J.D., University of California, Davis School of Law, 2017

- Environmental Law Certificate, 2017
- Public Interest & Pro Bono Law Certificates, 2017
- Negotiations Team, President
- Emerging Leaders in Policy and Public Service Fellow

- Environmental Law Conference at Yosemite Scholarship
- ACWA Steve Hall Water Law and Policy Scholarship
- Rocky Mountain Mineral Law Foundation Scholarship
- Women Lawyers of Sacramento Scholarship

B.A., University of California, Berkeley, 2014

- Cultural Anthropology
- Spanish Literatures Minor



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.14.b.**

**REVISION TO LIABILITY COUNSEL LIST  
NEW ADDITION- LIEBERT CASSIDY WHITMORE**

**ACTION ITEM**

**ISSUE:** The City of Oroville is recommending the addition of Richard Bolanos from Liebert Cassidy Whitmore (LCW) to the Liability Counsel Approved List. The request is based on need for defense of an employment practices claim, and Oroville uses the firm for employment issues.

Hourly rates for partners at the firm are higher than others on the approved list, at \$380 per hour. This can be managed through use of associates at lower rates and/or negotiated fee but will need to be managed within a litigation budget.

**RECOMMENDATION:** Approve as requested.

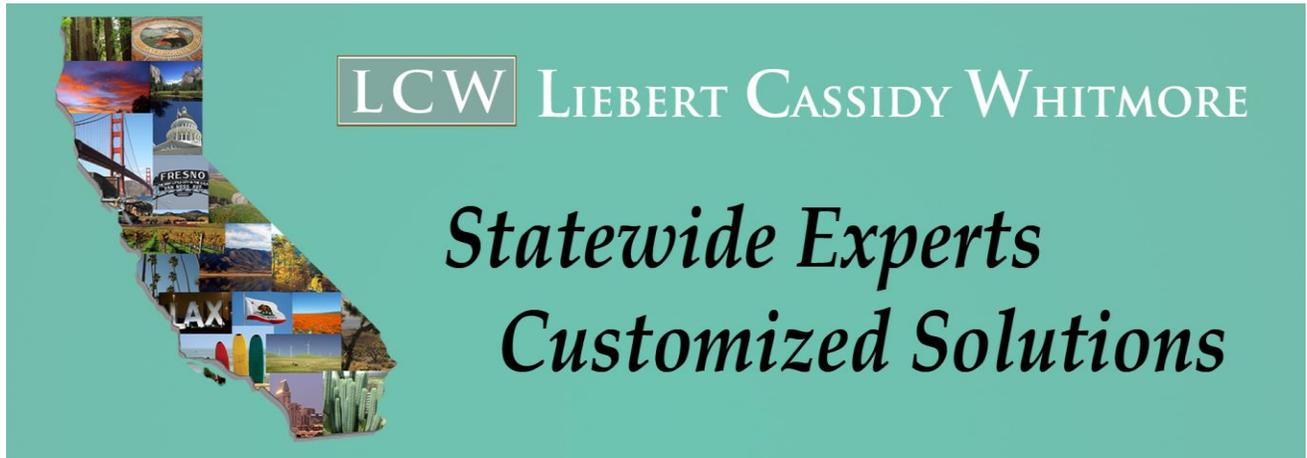
**FISCAL IMPACT:** None.

**BACKGROUND:** The Claims Committee regularly reviews and recommends changes to the Approved List of attorneys based on feedback from members and the claims administrator.

**ATTACHMENT(S):**

1. Liebert Cassidy Whitmore Company Bio
2. Richard Bolanos Bio
3. 2019-2020 LCW Fee Schedule

# About Us



## **Our Firm**

Six attorneys, who had extensive experience in, and a passion for, representing public sector management in the areas of employment law and labor relations, got together and started our firm in 1980. Over the years, we grew that practice to become California's preeminent public management employment law firm with over 80 attorneys in five offices. Some years ago, we added an education law specialty to our practice to meet the needs of our school and college clients. We consider ourselves fortunate indeed to have our interest matched by having built our practice in one of the most dynamically evolving areas of the law; one that challenges our attorneys to constantly stay on top of the ever-expanding legislative, administrative and court decisional law. Our passion for servicing the needs of our clients in our specialized area of practice remains as true today as it did in 1980.

## **Trusted Advisors**

Liebert Cassidy Whitmore's attorneys do not see their role solely as lawyers. Rather they work with clients to avoid their having to face legal problems in the first instance. When legal issues do arise, the attorneys explore practical alternatives to best serve the client's goals. Their special expertise in the aspect of law involved provides the client with the broadest choice of alternatives available within the dictates of law. Because of their expert knowledge of the law in our field of specialty, they will normally provide the client with effective answers quickly. The success of this approach to counseling is reflected by the fact that 74% of California's cities, 90% of California counties, 90% of California's community college districts as well as numerous special districts, schools and private companies turn to LCW for advice and counsel.

## **Creative and Aggressive Advocates**

We are proud of our record of success as a litigation firm. Liebert Cassidy Whitmore attorneys have a breadth of experience defending clients in court and jury trials and mandate proceedings touching on every aspect of employment, labor and education law. In addition to pre-trial, trial and appellate practice, the firms' attorneys have a record of having advantageously represented clients in many alternative dispute resolution and settlement proceedings. We have also had a long record of success winning cases at initial pleading stages and through summary judgments. The nature of our practice requires us to litigate before a wide variety of administrative boards and commissions on a continuing basis.

Finally, we have an extensive background in representing public sector management in labor relations with every kind of bargaining unit – safety, professional, blue collar and white collar. We are experts in both traditional and collaborative bargaining, and in representing management in mediations, arbitrations, and proceedings before the Public Employment Relations Board.

### **Dedicated Professionals**

While we pride ourselves on our success as effective and aggressive advocates on behalf of our clients, our approach to the practice is to seek to maintain professional relationships with labor organizations as well as opposing counsel wherever possible. We believe that this facilitates a problem-solving orientation, enhances labor-management relationships, and thereby becomes more cost-effective for our agency clients.

### **Leaders in Preventive Education**

One of the firm's greatest sources of accomplishment comes from its record of success in counseling and advising its clients on the best ways to avoid becoming a party to adversary proceedings. We accomplish this through our training workshops, monthly newsletters, audits and legal advice as matters arise. We were "pioneers" in the training field by creating "consortiums" of agencies. Our Employment Relations Consortiums (ERCs) are comprised of nearly 800 cities, counties, special districts, schools, community college districts, and state universities as well as other public sector agencies in all parts of the state. Annually we provide training to **thousands** from line employees and first line supervisors to City Managers, County Executives, General Managers, City Attorneys, County Counsels, Presidents, and Heads of School.

We invite you to explore our website, where you will learn more about who we are, what we do and how we do it. We welcome your comments and suggestions and thank you for taking the time to get to know us a little better.



## Richard Bolanos

Partner | San Francisco

[rbolanos@lcwlegal.com](mailto:rbolanos@lcwlegal.com)

Tel: 415.512.3020

### EXPERIENCE

Richard (Rick) Bolanos has an exclusive practice representing California cities, counties, community college districts and special districts in labor relations services, representation in disciplinary proceedings, arbitration, mediation, fact-finding hearings, and administrative law proceedings. Rick provides oversight of complex personnel investigations and specialized advice and counsel concerning workplace harassment, discrimination and retaliation matters. In addition, Rick is one of the firm's specialists in Fair Labor Standards Act (FLSA) consultation and litigation.

Rick has conducted training programs and seminars on employer-employee relations before the California Public Employer Labor Relations Association (CalPELRA), the National Employment Law Institute (NELI), the Fire Districts Association of California (FDAC), the Napa-Solano Chapter and Mother Lode Chapter of the International Public Management Association for Human Resources (IPMA-HR), the Solano County Police Chiefs' Association, California Public Employee Relations (CPER), the California Sanitation Risk Management Authority and the California State Association of Counties Institute for Local Government. In addition, Rick has also provided intensive training sessions to individual clients regarding such current issues as Sexual Harassment, Compliance with the Americans Disabilities Act (ADA), the Fair Labor Standards Act (FLSA) and Public Employee Discipline.

Rick's published opinions include *Barner v. City of Novato* (9th Cir. 1994) 17 F.3d 1256; *Zazueta v. County of San Benito* (1995) 38 Cal.App.4th 106; *Stanley v. City of Tracy* (9th Cir. 1997) 120 F.3d 179; *Imada v. City of Hercules* (9th Cir. 1998) 138 F.3d 1294; *Papadopoulos v. Modesto Police Department* (E.E. CA. 1998) 31 F.Supp.2d 1209; and *Robinson v. Manteca*, 78 Cal.App.4th 472, 92 Cal.Rptr.2d 748 (3rd Dist.).

Rick was the San Francisco Office's Managing Partner for 15 years until 2016 when he transitioned back to full-time law practice.

### EDUCATION

JD, Santa Clara University School of Law  
BA, San Francisco State University  
MA, San Jose State University

### LEGAL EXPERTISE

Employment Law  
Labor Relations & Collective Bargaining  
Public Safety  
Wage & Hour  
Retirement, Health & Disability

## REPRESENTATIVE MATTERS

### APPELLATE

***Balestrieri et al v. Menlo Park Fire Protection District (2015)*** - Successfully defended the District against firefighters' claims, alleging that the District was obligated to pay for time spent traveling between fire station to pick up or drop off "turnout gear," before or after voluntary overtime shifts. The firefighters also claimed that the District should have included, in the regular rate calculation for overtime, the amount of money the District cashed out to employees for unused time in their "Annual Leave" bank. The firefighters claimed that the unused Annual Leave was akin to unused sick leave, which must be included in the regular rate. After the District successfully moved for summary judgment on both claims, the firefighters appealed. The Ninth Circuit affirmed the District Court's decision and held that under the Fair Labor Standards Act, the travel time was not compensable. The Ninth Circuit also agreed that because the cashouts of annual leave were made in order to reduce the District's liability for banked leave hours, the unused leave was not akin to sick leave and therefore did not have to be included in the regular rate used to calculate overtime.

### NEGOTIATIONS

***City of Los Altos*** - Safety and Non-Safety Units.

***County of Sonoma*** - Safety and Non-Safety Units.

***County of Contra Costa*** - Non-Safety Units.

***West Valley Mission CCD*** - Safety and Faculty Units.

***County of Mariposa*** - Safety and Non-Safety Units.

***City of San Luis Obispo*** - Safety and Non-Safety Units.

***City of Martinez*** - Safety and Non-Safety Units.

## AWARDS

Selected for inclusion in Northern California *Super Lawyers* (2008-2009, 2012-2019)

## PUBLICATIONS

**California Supreme Court Adopts New "ABC Test" for Classification of Independent Contractors: Potential Risk and Impact on Public Agencies**, May 9, 2018

**Nine LCW Attorneys Selected to the List of 2017 Northern California Super Lawyers and Rising Stars**, *Press Release* Jul 10, 2017

**FLSA and Contract Overtime**, Oct 5, 2016

**Responding to Requests for Information**, Sep 2, 2015

**Using Conceptual Agreements to Avoid Impasse**, Sep 3, 2014

**PRESENTATIONS**

**The Rules of Engagement: Issues, Impacts & Impasse (Citrus Heights)**, Citrus Heights Community Center, Citrus Heights, Jun 18, 2020

**Fire Management Academy**, City of Redwood City, Redwood City, Feb 28, 2020

**Fire Management Academy**, City of Redwood City, Redwood City, Feb 27, 2020

**Fire Management Academy**, City of Redwood City, Redwood City, Feb 26, 2020

**Fire Management Academy**, City of Redwood City, Redwood City, Feb 25, 2020

**Navigating the Crossroads of Discipline and Disability Accommodation**, San Mateo County ERC, Menlo Park, Dec 5, 2019

**FLSA for Labor Negotiators**, California Public Employers Labor Relations Association (CALPELRA) 2019 Annual Training Conference, Monterey, Nov 20, 2019

***LIEBERT CASSIDY WHITMORE***

**FEE SCHEDULE**

Partners	\$380.00
Senior Counsel	\$325.00
Associates	\$210.00 - \$305.00
Labor Relations/Human Resources Consultant	\$240.00
Paralegals	\$135.00
E-Discovery Specialists	\$135.00
Law Clerks	\$135.00 - \$175.00



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.14.c.**

**REVISION TO LIABILITY COUNSEL LIST  
FIRM CHANGE- RUBEN ESCOBEDO**

**ACTION ITEM**

**ISSUE.** The City of Lincoln is recommending the addition of Ruben Escobedo to the Liability Counsel Approved List. Ruben was on the approved panel list with Lynberg & Watkins law firm. He has since departed from Lynberg & Watkins and started his own practice. Ruben has a current case that he is handling for the City of Lincoln. To avoid interrupting the momentum and quality of service on that case, the City of Lincoln City Attorney and Lynberg & Watkins firm have agreed for Ruben to continue serving as co-counsel on the case, but as separate outside counsel and solo practitioner.

This change will not cost the City any additional money, and Ruben offered a further discounted rate of \$150 an hour on that particular case for his services on a going-forward basis. The only change would otherwise be that, instead of receiving one monthly bill, there will now be two.

**RECOMMENDATION:** Approve as requested.

**FISCAL IMPACT:** None.

**BACKGROUND:** The Claims Committee regularly reviews and recommends changes to the Approved List of attorneys based on feedback from members and the claims administrator.

**ATTACHMENT(S):** Ruben Escobedo Bio



## RUBEN ESCOBEDO

RU.ESCOBEDO@GMAIL.COM

(805) 835-9502

**Ruben Escobedo**  
**Attorney at Law**

731 S. Lincoln St.  
Santa Maria, CA 93458

## BIOGRAPHY

**Mr. Ruben Escobedo** is a California native representing individuals, private entities, and public entities in employment matters, ranging from pre-litigation issues to complex class actions throughout California.

He started his legal career at the Los Angeles City Attorney's Office, where he gained early trial experience as a law student and an interest in representing municipalities and the public servants that drive them. Mr. Escobedo was a partner at the law firm of Lynberg & Watkins, where he primarily defended cities, counties, schools, universities, and various private businesses from 2013 to 2020.

In 2020, Mr. Escobedo transitioned to a solo practice where he continues his work primarily in private sector employment litigation. He has developed a wide variety of experience in the private sector. His law school training included time at Raytheon Space and Airborne Systems' legal department, where Mr. Escobedo assisted with unique transactional matters alongside former JAG attorneys. Over the years, he has successfully litigated employment cases in many industries, including Agriculture, Construction & Maintenance, Food Service, Education, Healthcare, Hotel & Hospitality, Janitorial, Manufacturing, Public Safety, Professional Occupations, Retail, Technology / IT, and Transportation & Distribution.

Mr. Escobedo lives in Paso Robles, CA, with his wife and their two children. When he is not litigating, Mr. Escobedo enjoys golf and karaoke.

## EDUCATION

- Chapman University School of Law (Fowler), JD
  - 2011, *Cum Laude*
- California State University, Long Beach, BA
  - 2008

## PRACTICE AREAS

- Labor & Employment

## ADMISSIONS

- State Bar of California
- Supreme Court of the State of California
- U.S. Court of Appeals for the Ninth Circuit
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Southern District of California
- U.S. District Court, Northern District of California

## PROFESSIONAL AFFILIATIONS

- American Society of Legal Writers
- National Order of Scribes
- Northern Santa Barbara County Bar Association
- San Luis Obispo County Bar Association

## RECOGNITION

- Rutan & Tucker, LLP Golden Quill Legal Writing Award
- Santa Maria Valley Chamber of Commerce Young Professional of the Year

## PUBLICATIONS

- Employment Law Updates (2017-2020): Post-Shift Searches; Requiring Permission to Leave Work Places Employees On Duty; Cal. Supreme Court Grants Review re: Payment of Meal-and-Rest Premium Wages; Claims for 59 Seconds of Work Approved, Autopayment of Meal Premiums, Calculation of Time "Off the Clock," Payment of Meal Period Premiums, Individual Liability for Wage and Hour Violations, "Regarded As" Disabled Discrimination, On-Site Meal Periods, Abusive Clients and Customers, Disability Accommodations, Independent Contractors, Overtime and Shift Differentials, Workplace Dating, Criminal Background Checks, Wage Statement Compliance, Harassment Investigations, Employee Dress Policies and Practices, and more
- Premises Liability Updates (2017-2018)
- Achieving the Goals of Sentencing Tax Evaders After United States v. Booker, Vol. 2 Chapman Journal of Criminal Justice 275 (2011)

## PRESENTATIONS/SEMINARS

- Labor Law Update, Pan American Insurance Seminar (2019)
- Mindfulness and Identifying Impairments to Attorney Competence (2018)
- Law and Motion: Dos and Don'ts for Paralegals (2018)
- California Payroll Best Practices (2017)
- Anti-SLAPP Motions for Government Lawyers CLE Seminar (2016)

## REPRESENTATIVE CASES

- Ali v FusionStorm, Inc., 2019 WL 495823
- Butts v. Cal. State University, Daily Journal (Mar. 24, 2017), aff'd 2019 WL 1147611
- Lane v. Cal. State University, 2017 WL 5623520



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.14.d.**

**REVIEW OF LIABILITY COUNSEL LIST**

**ACTION ITEM**

**ISSUE.** The Committee reviews the list of approved liability counsel as needed to keep the panel accurate and up to date. Firms that are not being used regularly are reviewed to determine if there is still a need, and those that are being used are reviewed for feedback as well.

Attached is the most recent list, a summary of payments made for defense counsel and legal fees from 2014 to 2019, and feedback from Sedgwick regarding member usage.

**RECOMMENDATION:** Review, discuss and provide direction as needed.

**FISCAL IMPACT:** None

**BACKGROUND:** The Claims Committee regularly reviews and recommends changes to the Approved List of attorneys based on feedback from members and the claims administrator.

**ATTACHMENT(S):**

1. Policy and Procedure A-9: Attachment A Defense Attorney List for Liability
2. Summary of defense counsel and legal fee payments, 2014-2019
3. Panel Counsel Usage Feedback from Sedgwick

**NCCSIF ADMINISTRATIVE POLICY & PROCEDURE #A-9**

**ATTACHMENT A - LIABILITY  
Approved List of Counsel**

<b>Name of Law Firm</b>	<b>Attorneys</b>	<b>Areas of Expertise</b>
Angelo, Kilday & Kilduff 601 University Avenue, Suite 150 Sacramento, CA 95825 (916) 564-6100	Bruce A. Kilday Carolee Kilduff Serena Sanders Carrie McFadden Kevin Dehoff Amie McTavish	Police Liability, General Liability, Auto, Personnel, Heavy Trial Experience
Ayres & Associates 930 Executive Way, Suite 200 Redding, CA 96002 (530) 229-1340	William Ayres	Dangerous Condition, Auto, General Liability, Environmental Liability
Bertrand, Fox, Elliott et al 2749 Hyde Street San Francisco, CA 94109 (415) 353-0999	Eugene Elliott	
Caulfield Law Firm 1101 Investment Blvd., Suite 120 El Dorado Hills, CA 95762 (916) 933-3200	Rich Caulfield Andrew Caulfield	Same as above, with Construction Defect, Heavy to Medium Trial Experience
Donahue Davies LLP 1 Natoma Street Folsom, CA 95630 (916) 817-2900	Robert E Davies Brian Haydon	
Gregory P. Einhorn 48 Hanover Lane, Suite 2 Chico, CA 95973 (530) 898-0228	Gregory P. Einhorn  <i>Use for Willows as needed</i>	Employment Law, General Liability, Municipal
Kronick, Moskovitz Tiedemann & Girard 400 Capitol Mall, 27 <sup>th</sup> Floor Sacramento, CA 95814	Christopher Onstott Bruce A. Scheidt * Maggie Stern  David W. Tyra	Civil Rights, California Fair Employment and Housing, Tort Claims, California Public Records  Employment Practices

**NCCSIF ADMINISTRATIVE POLICY & PROCEDURE #A-9**

**ATTACHMENT A - LIABILITY  
Approved List of Counsel**

<b>Name of Law Firm</b>	<b>Attorneys</b>	<b>Areas of Expertise</b>
Peters, Habib, McKenna Juhl-Rhodes & Cardoza, LLP P.O. Box 3509 Chico, CA 95927 (530) 342-3593	Dave Rush Mark Habib Jim McKenna Lia Juhl	Dangerous Condition, Police Liability, General Liability, Auto, Good Trial Experience
Porter Scott P.O. Box 255428 Sacramento, CA 95865 (916) 929-1481 Fax: (916) 927-3706	Nancy Sheehan John Whitefleet Kevin Kreutz Terry Cassidy Carl L. Fessenden Steve Horan Russell Porter	Police, Civil Rights, Dangerous Condition, Inverse Condemnation, Auto, General Liability, Heavy to Light Trial Experience
Matheny Sears Linkert & Jaime, LLP 3638 American River Drive Sacramento, CA 95864 (916) 978-3434 Fax: (916) 978-3430	Matthew Jaime Douglas Sears Richard Linkert Michael Bishop	
The Law Office of Justin N. Tierney 2000 U Street Sacramento, CA 95814 (916) 451-3426	Justin N. Tierney	Dangerous Condition, Auto, Medium Trial Experience
The Law Office of James A. Wyatt 2130 Eureka Way Redding, CA 96001 (530) 244-6060 P.O. Box 992338 Redding, CA 96099-2338	James A. Wyatt	Dangerous Condition, Civil Rights, Police, Wrongful Termination, Auto Liability, Labor Law, Heavy Trial Experience
Murphy, Campbell, Alliston & Quinn, PLC. 8801 Folsom Boulevard, Suite 230 Sacramento, CA 95826 (916) 400-2300	Stephanie L. Quinn	Auto, Wrongful Deaths, Slip and falls, Fire and Trespassing Experience

**NCCSIF Defense Counsel and Legal Fee Payments 2014-2019**

<b>Payee</b>	<b># Checks</b>	<b>Sum</b>
ANGELO, KILDAY & KILDUFF	784	\$ <b>2,878,947</b>
ARTHOFFER & TONKIN	15	\$ 31,130
ARTHOFFER & TONKIN LAW OFFICES PC	9	\$ 30,682
BEST, BEST & KRIEGER	3	\$ 3,480
CAULFIELD LAW FIRM	227	\$ 321,682
CAULFIELD, DAVIES & DONAHUE, LLP	1	\$ 34,764
DALEY & HEFT LLP	13	\$ 17,653
DONAHUE DAVIES LLP	50	\$ <b>403,940</b>
DOUGLAS R. THORN	15	\$ 152,480
FERGUSON, PRAET & SHERMAN	44	\$ 30,258
GIBBONS & CONLEY	18	\$ 26,074
GIBBONS & CONLEY, ATTORNEYS AT LAW	11	\$ 21,561
GIBBONS AND CONLEY	17	\$ 35,970
HAYES H. GABLE III	2	\$ 8,515
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD	20	\$ 124,448
LAW OFFICE OF J SCOTT SMITH	3	\$ 49,218
LAW OFFICE OF JUSTIN N. TIERNEY	49	\$ 76,789
LAW OFFICES OF JAMES A. WYATT	23	\$ 71,423
LAW OFFICES OF RANDALL HARR	41	\$ 24,994
LENAHAN, LEE, SLATER & PEARSE, LLP	1	\$ 31
LEONARD GARY KRUP, ATTORNEY AT LAW	3	\$ 5,226
MATHENY SEARS LINKERT & JAIME LLP	30	\$ 301,008
MATHENY SEARS LINKERT & LONG LLP	2	\$ 13,846
MEYERS NAVE RIBACK SILVER & WILSON	4	\$ 22,555
MURPHY, CAMPBELL, GUTHRIE & ALLISTON	73	\$ 118,743
PETERS HABIB MCKENNA & JUHL-RHODES	184	\$ 386,400
PETERS, RUSH, HABIB & MCKENNA	13	\$ 12,307
PORTER SCOTT A PROFESSIONAL CORPORATION	425	\$ <b>1,052,638</b>
PRENTICE LONG & EPPERSON	9	\$ 22,389
WYATT, JAMES A., LAW OFFICES OF	14	\$ 16,915
<b>Grand Total</b>	<b>2103</b>	\$ <b>6,296,066</b>

**NCCSIF ADMINISTRATIVE POLICY & PROCEDURE #A-9**

**ATTACHMENT A - LIABILITY  
Approved List of Counsel**

<b>Name of Law Firm</b>	<b>Attorneys</b>	<b>Areas of Expertise</b>
Cota Cole LLP 2261 Lava Ridge Court Roseville, CA 95661 (916) 780-9009	Dennis Cota Derek Cole Daniel King	Land Use, civil rights, environmental issues.
Allen, Glaessner, Hazelwood, Werth 180 Montgomery Street, Ste. 1200 San Francisco, CA 94104 (415) 697-2000	Dale Allen Mark Hazelwood Steve Werth	Police liability, ADA, sidewalk, employment practices, general municipal liability
Arthofer and Tonkin, Attorneys At Law 1267 Willis Street Redding, CA 96001 (530) 722-9002	Kenneth Arthofer Griffith Tonkin	Public entity, injury, real estate
Randall Harr 44282 Highway 299 East McArthur, CA 96056 (530) 336-5656 rlh@randallharrlaw.com	Randall Harr	
Lenahan, Lee, Slater, Pearse & Majernik LLP 2542 River Plaza Drive Sacramento, CA 95833 (916) 443-1030	Charleton S. Pearse Benjamin D. Oram, Esq. Adam Ambrozy	Dangerous Condition and Vicarious Liability cases
Lynberg & Watkins 1100 Town & Country Rd., Ste. 1450 Orange, CA 92868 (714) 937-1010	Melissa D. Culp Ruben Escobedo Courtney L. Hylton Norman J. Watkins	

\* *Bruce A. Scheidt will be used only as respects the Eaton vs. Rocklin litigation.*

**Revision Date: September 26, 2019**

**NCCSIF GL Panel Counsel Feedback re Member Usage from Sedgwick**

<b>Firm</b>	<b>Attorney</b>	<b>City</b>	<b>Area of Expertise</b>
Allen, Glaessner, Hazelwood, Werth	Dale Allen	Rio Vista	Police
Angelo, Kilday & Kilduff	Bruce Kilday, Carolee Kilduff, Serena Sanders, Carrie McFadden, Kevin Dehoff, Amie McTavish, Derek Konz	most	Police liability, general liability, auto, personnel, heavy trial experience
Caulfield Law Firm	Rick Caulfield, Andrew Caulfield	most	Police liability, general liability, construction defect, auto, personnel, heavy to medium trial experience
Cole, Huber	Derek Cole, Sean DeBurgh	Who?	Police liability, general liability, personnel, auto, medium to heavy trial experience
Daley & Heft	Rick Schneider	Folsom and Rio Vista	
Donahue Davies	Robert Davies, Brian Haydon	Folsom	
Gregory Einhorn	Gregory Einhorn	Use for Willows as needed	Employment, general, municipal
Fergus, Praet, & Sherman	Bruce Praet	Folsom	Police
Randall Harr	Randall Harr	Red Bluff and Anderson	
Lenahan, Lee, Slater, Pearse & Majernik	Benjamin Oram, Charleton Pearse, Adam Ambrozy	Who?	Dangerous condition and vicarious liability
Lynberg & Watkins	Melissa Culp, Ruben Escobedo, Courtney Hylton, Norman Watkins	Lincoln	Employment, general, municipal
Meyers, Nave, Riback, Silver & Wilson		Lincoln	Employment, general, municipal
Murphy, Campbell, Alliston & Quinn	Stephanie Quinn	Rocklin, Colusa, Ione (but none in 2019)	Auto, wrongful death, slip/falls, fire, and trespassing
Peters, Habib, McKenna, Juhl-Rhodes & Cardoza	Dave Rush, Mark Habib, Jim McKenna, Lia Juhl	Paradise, Oroville, Willows	Dangerous condition, police, general, auto, good trial experience
Porter Scott	Nancy Sheehan, John Whitefleet, Keven Kreutz, Terry Cassidy, Carl Fessenden, Steve Horan, Russell Porter, Derek Haynes	most	Police, civil rights, dangerous condition, inverse condemnation, auto, general
Justin Tierney	Justin Tierney	Ione and Jackson	Dangerous condition, auto, medium trial experience
James Wyatt	James Wyatt	Red Bluff but none used in 2019	Dangerous condition, civil rights, police, employment, auto, heavy trial experience



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item H.15.**

**CORDICO MOBILE WELLNESS APPS PARTICIPATION**

**ACTION ITEM**

**ISSUE:** The Program Administrator has obtained a group pricing quote and agreement for the Cordico Mobile App for police and fire personnel and their spouses or partners. Pricing for members includes a 10% discount and if the eight members not using it now who expressed interest decide to participate all will get a 20% discount. The pricing is for the App and features only and does not include professional counseling services if needed.

**RECOMMENDATION:** Approve the attached Services Agreement as presented or provide direction.

**FISCAL IMPACT:** None – cost will be a pass-through to the members at a discount.

**BACKGROUND:** The Police Risk Management Committee (PRMC) members were made aware of the Cordico Mobile Wellness Apps (<https://www.cordico.com/>) for first responders last year. The apps are specifically designed to meet the needs of law enforcement and fire personnel and their spouses with a wide and expanding a variety of customized wellness resources on demand. This type of resource fits the criteria for a risk management grant if the member already has a body camera program in place, and some members are expected to use the grant for this purpose.

The City of Dixon, City of Elk Grove, and City of Vacaville were early adopters of the Cordico services and have been enthusiastic supporters. At the February 21, 2019, PRMC meeting, City of Vacaville Police Chief John Carli spoke about his department's experience with the Cordico Mobile Wellness Apps for Law Enforcement and answered questions from the committee members. At the May 2, 2019, PRMC meeting, Cordico CEO, Dr. David Black spoke about the Cordico Mobile Wellness Apps for Law Enforcement and also answered member questions.

**ATTACHMENT(S):** Cordico Services Agreement

## CORDICO INC. SERVICES AGREEMENT

This Services Agreement (“Agreement”) is by and between CORDICO INC. (a Delaware Corporation) headquartered at 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670 (“Cordico”), and the Northern California Cities Self Insurance Fund (NCCSIF) located within the State of California (“Subscriber”). This Agreement is effective as of the date of the last signature (“Effective Date”), subject to the Terms and Conditions attached hereto, and accepted by Cordico which are still in effect.

**1. Software as a Service (SaaS).** Cordico provides its customers a service as a SaaS model where the software is a mechanism to deliver our service. Cordico will provide the service as long as the subscriber is in good standing.

**1.1. Software.** Cordico will develop customized mobile wellness apps branded for NCCSIF member participating police and fire departments. Cordico will own the apps and the underlying technology, and will provide the customized mobile wellness apps to the respective agency representatives within 120 days of the final execution of this Agreement, provided that the agencies provide Cordico with the necessary image files, contact information, and additional input necessary to complete the app in a timely manner. The apps shall contain a variety of content and features, including, but not limited to, the following:

- 1.1.1. Agency-Customized iPhone Apps
- 1.1.2. Agency-Customized Android Apps
- 1.1.3. Confidential Access
- 1.1.4. Private Access
- 1.1.5. Alcohol Abuse
- 1.1.6. Anger Management
- 1.1.7. Anxiety, Worry, and Panic
- 1.1.8. Behavioral Health Tools
- 1.1.9. Brain Health and Cognitive Strength
- 1.1.10. Chaplain Support (as applicable)
- 1.1.11. Compassion Fatigue
- 1.1.12. Critical Incidents
- 1.1.13. Depression
- 1.1.14. Emotional Health
- 1.1.15. Family Support
- 1.1.16. Financial Fitness
- 1.1.17. Grief and Loss
- 1.1.18. Healthy Habits
- 1.1.19. Injury Prevention
- 1.1.20. Internet Crimes Against Children (ICAC) Coping and Resiliency Strategies (for Law Enforcement)

- 1.1.21.** Local Resources (as applicable)
- 1.1.22.** Marriage Guidance
- 1.1.23.** Mental Toughness
- 1.1.24.** Mindfulness
- 1.1.25.** Moral Injury
- 1.1.26.** New Hire: Keys to Wellness
- 1.1.27.** Nutrition
- 1.1.28.** Parenting Tips
- 1.1.29.** Peak Performance
- 1.1.30.** Peer Support (as applicable)
- 1.1.31.** Physical Fitness
- 1.1.32.** Posttraumatic Stress
- 1.1.33.** Psychological First Aid
- 1.1.34.** Push Notifications (optional)
- 1.1.35.** Relationship Success
- 1.1.36.** Resilience Development
- 1.1.37.** Retirement: Getting Prepared
- 1.1.38.** Self-Care Checklists
- 1.1.39.** Sleep Optimization
- 1.1.40.** Stress Management
- 1.1.41.** Stress Response
- 1.1.42.** Substance Abuse
- 1.1.43.** Suicide Prevention
- 1.1.44.** Supporting Children Who Fear for Your Safety
- 1.1.45.** Therapist Finder with Geo-Location (as applicable)
- 1.1.46.** Trauma
- 1.1.47.** Wellness Self-Assessment Tools
- 1.1.48.** Wellness + Technology Updates
- 1.1.49.** Wellness Videos

**1.1.50. Work-Life Balance**

**1.2. Service.** The services that Cordico offers are described as follows:

**1.2.1. Hosting.** Cordico will host the backend that delivers the content that is accessed in the app.

**1.2.2. Admin Portal.** Cordico will host the web admin portal that allows the subscriber to control the content on the app as well as send out push notifications.

**1.2.3. Technical Upgrades.** As needed, Cordico will upgrade the app so that it meets the technical requirements for the iOS and Android Operating Systems.

**1.2.4. Feature and Content Upgrades.** Cordico will automatically update the app with new content and features as they are developed.

**1.2.5. Support.** Cordico will provide support as follows:

- (a)** End user support. Cordico will provide email and phone support for the subscriber's end users as they request changes to the app content.
- (b)** Technical Support. Cordico will provide email and phone support for the subscriber's end users for any technical issues.
- (c)** Training. Cordico will provide training through email, phone, or via web conferencing as needed.
- (d)** Account Manager. Cordico will assign an account manager to the subscriber that will be a point of contact for all their support needs.

**1.2.6. Deployment.** Cordico will help subscriber deploy the apps as follows:

- (a) Installation Documents.** Cordico will create a customized installation document that provides step-by-step instructions detailing how to install the iPhone and Android apps.
- (b) Training Presentation.** Cordico will develop a customized training presentation that will allow the Agencies to train their end users on how to install and use their app.
- (c) Posters.** Cordico will develop a customized poster that will help promote the app and provide instruction on how to install the app.

**2. Compensation and Billing.** Subscriber shall pay Cordico an annual subscription fee, based upon the NCCSIF member participating police and fire departments, as outlined in Appendix A, invoiced when development of app begins, for the services outlined in Section 1, followed by an annual subscription fee, invoiced on an annual basis, beginning one year from the date of the initial invoice. Fees will be billed via invoice with payment due upon receipt. The annual subscription fee covers all costs related to the app including build, design, licensing, maintenance, and ongoing updates. Any costs related to therapist vetting, counseling or therapy services, critical incident debriefings, or other professional services are not included.

**3. Intellectual Property.** Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

**4. Term.** The Term of this Agreement shall commence on the date this Agreement is signed by both parties. This Agreement may be terminated at any time by either party in writing with a minimum of sixty days advance notice.

**5. Independent Contractor.** The parties acknowledge and agree that Cordico is an independent contractor and that the relationship between Cordico and Subscriber is not that of employee and employer.

**6. No Warranty; Limited Liability.** Cordico makes no warranty of any kind with respect to the services or software provided by it under this Agreement. In no event shall Cordico, or any of its officers, agents, members, managers, or employees, be liable to Subscriber for any indirect, special, incidental, or consequential damages (including without limitation lost profits and attorney's fees and costs of suit) of any kind.

**7. Integration.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and it supersedes all prior agreements, understandings, negotiations, and proposals (whether written or oral) concerning the subject matter of this Agreement.

**8. Amendment.** This Agreement may not be amended except in a writing signed by both parties.

**9. Severability.** If any section of this Agreement is held to be invalid, the remaining sections of this Agreement will not be affected.

**10. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, not including its choice of law rules.

**11. Disputes; Choice of Forum.** In the event of any dispute between the parties to this Agreement, the parties shall attempt in good faith to mediate and resolve the dispute without legal action. In the event the dispute cannot be resolved by mediation, any proceedings to enforce the terms of this Agreement or arising out of or related to the subject matter of this Agreement shall be commenced solely in the Superior Court for the County of Sacramento, or, if that court lacks jurisdiction over the subject matter of the litigation, in the United States District Court for the Eastern District of California.

**12. Attorneys' Fees and Costs.** The prevailing party in any suit or action to enforce the terms of this Agreement or arising from the subject matter of this Agreement shall recover its attorneys' fees and costs of suit.

**13. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

**14. Software License.** The Agency-Customized Wellness Apps will be available for use to all Agency personnel and additional specified individuals, as designated by the respective Agencies, as long as this agreement is in good standing. The Wellness Apps may not be shared or redistributed in any other manner, without express written permission from Cordico, and the Wellness Apps may not be decompiled, copied, reverse-engineered, or reconstructed in any manner whatsoever, without express written permission from Cordico. No license to any intellectual property is provided or implied by this Agreement. Cordico retains permission to download, modify, improve, utilize and install updates to the Wellness Apps.

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<b>CORDICO INC. Billing Information:</b>	<b>Subscriber Billing Information:</b>
Contact Name: Kevin Dacy	Contact Name:
Email: info@cordico.com	Email:
Address: 2377 Gold Meadow Way Suite 100 Gold River, CA 95670	Address:
Phone/Fax: (844) 267-3426	Phone:
CORDICO INC. FEIN Tax ID: 82-4323038	Fax:

[Signature Page Follows]

IN WITNESS WHEREOF, Cordico and Subscriber have caused this Agreement to be entered into by their duly authorized representatives as of the Effective Date.

**AUTHORIZED SIGNATORY FOR CORDICO INC.:**

**SIGNATURE:** \_\_\_\_\_

**David Black, Ph.D.  
President  
CORDICO INC.**

\_\_\_\_\_  
**DATE**

**AUTHORIZED SIGNATORY FOR SUBSCRIBER:**

**SIGNATURE:** \_\_\_\_\_

**Printed Name:**

**Title:**

**NCCSIF**

\_\_\_\_\_  
**DATE**

**APPENDIX A**

**ANNUAL FEE PRICING STRUCTURE**

1. The annual fee pricing structure, listed below, is extended to all NCCSIF agencies through October 21, 2020, and will be honored for a minimum of 5 years for all agencies that elect to participate in the CORDICO SaaS program through the NCCSIF on or before October 21, 2020.
  - a. Pricing listed in “Additional 10% Discount” pricing columns offered to all NCCSIF agencies who participate in the CORDICO SaaS program through the NCCSIF.
  - b. Pricing listed in “Additional 20% Discount” pricing columns offered if all of the agencies listed below participate in the CORDICO SaaS program through the NCCSIF.

City Name	Police App Discounted Pricing	Police App Additional 10% Discount	Police App Additional 20% Discount	Fire App Discounted Pricing	Fire App Additional 10% Discount	Fire App Additional 20% Discount	PD & FD Discounted Pricing	PD & FD Additional 10% Discount Pricing	PD & FD Additional 20% Discount Pricing
Elk Grove	\$ 30,000.00	\$ 27,000.00	\$ 24,000.00	\$ 25,000.00	\$ 22,500.00	\$ 20,000.00	\$ 55,000.00	\$ 49,500.00	\$ 44,000.00
Dixon	\$ 15,000.00	\$ 13,500.00	\$ 12,000.00	\$ 15,000.00	\$ 13,500.00	\$ 12,000.00	\$ 30,000.00	\$ 27,000.00	\$ 24,000.00
Auburn	\$ 6,000.00	\$ 5,400.00	\$ 4,800.00	\$ 6,000.00	\$ 5,400.00	\$ 4,800.00	\$ 12,000.00	\$ 10,800.00	\$ 9,600.00
Folsom	\$ 20,000.00	\$ 18,000.00	\$ 16,000.00	\$ 15,000.00	\$ 13,500.00	\$ 12,000.00	\$ 35,000.00	\$ 31,500.00	\$ 28,000.00
Lincoln	\$ 6,000.00	\$ 5,400.00	\$ 4,800.00	\$ 6,000.00	\$ 5,400.00	\$ 4,800.00	\$ 12,000.00	\$ 10,800.00	\$ 9,600.00
Placerville (PD Only)	\$ 10,000.00	\$ 9,000.00	\$ 8,000.00				\$ 10,000.00	\$ 9,000.00	\$ 8,000.00
Red Bluff	\$ 10,000.00	\$ 9,000.00	\$ 8,000.00	\$ 10,000.00	\$ 9,000.00	\$ 8,000.00	\$ 20,000.00	\$ 18,000.00	\$ 16,000.00
Rio Vista	\$ 3,000.00	\$ 2,700.00	\$ 2,400.00	\$ 3,000.00	\$ 2,700.00	\$ 2,400.00	\$ 6,000.00	\$ 5,400.00	\$ 4,800.00
Rocklin	\$ 15,000.00	\$ 13,500.00	\$ 12,000.00	\$ 10,000.00	\$ 9,000.00	\$ 8,000.00	\$ 25,000.00	\$ 22,500.00	\$ 20,000.00
Yuba City	\$ 15,000.00	\$ 13,500.00	\$ 12,000.00				\$ 15,000.00	\$ 13,500.00	\$ 12,000.00
<b>Totals</b>	<b>\$ 130,000.00</b>	<b>\$ 117,000.00</b>	<b>\$ 104,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 81,000.00</b>	<b>\$ 72,000.00</b>	<b>\$ 220,000.00</b>	<b>\$ 198,000.00</b>	<b>\$ 176,000.00</b>
<b>10 % Amount saved</b>		<b>\$ 13,000.00</b>			<b>\$ 9,000.00</b>		<b>Total 10% savings PD + FD :</b>	<b>\$ 22,000.00</b>	
<b>20% Amount saved</b>			<b>\$ 26,000.00</b>			<b>\$ 18,000.00</b>	<b>Total 20% savings PD + FD :</b>	<b>\$ 44,000.00</b>	



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Meeting  
May 28, 2020**

**Agenda Item I.**

**INFORMATION ITEMS**

**INFORMATION ITEM**

**ISSUE:** The following items are being presented as information for NCCSIF members.

**RECOMMENDATION:** None. This item is offered as information only.

**FISCAL IMPACT:** None.

**BACKGROUND:** None.

**ATTACHMENT(S):**

1. NCCSIF Organizational Chart
2. NCCSIF 20/21 Meeting Calendar



## PROGRAM YEAR 20/21 MEETING CALENDAR

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Thursday, August 6, 2020..... **Police Risk Management Committee** at 10:00 a.m.

Thursday, September 24, 2020 ..... **Claims Committee** at 10:00 a.m.  
*Executive Committee* at 11:30 a.m.

Thursday, October 29, 2020..... **Risk Management Committee** at 10:00 a.m.  
**Board of Directors** at 12 noon

Thursday, November 5, 2020..... **Police Risk Management Committee** at 10:00 a.m.

Thursday, December 10, 2020 ..... **Board of Directors** at 10:00 a.m.

Thursday, February 4, 2021 ..... **Police Risk Management Committee** at 10:00 a.m.

Thursday, March 25, 2021 ..... **Claims Committee** at 10:00 a.m.  
*Executive Committee* at 11:30 a.m.

Thursday, April 22, 2021 ..... **Risk Management Committee** at 10:00 a.m.  
**Board of Directors** at 12 noon

Thursday, May 6, 2021 ..... **Police Risk Management Committee** at 10:00 a.m.

Thursday, May 27, 2021 ..... **Claims Committee** at 10:00 a.m.  
*Executive Committee* at 11:30 a.m.

Thursday, June 17, 2021 ..... **Board of Directors** at 10:00 a.m.

Meeting Location: Rocklin Event Center - Garden Room (August 2020 to December 2020)  
2650 Sunset Blvd., Rocklin, CA 95677

**TBD** (February 2021 to June 2021)

Note: Additional Claims Committee Meetings may be scheduled as needed for Claims Authority approval which will be held via teleconference.

**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND**  
**2020 Organizational Chart**  
 Updated as of 2/6/2020

MEMBER ENTITY	BOARD OF DIRECTORS	BOARD ALTERNATES	RISK MANAGEMENT COMMITTEE	POLICE RISK MANAGEMENT COMMITTEE
City of ANDERSON	Liz Cottrell	Jeff Kiser	Liz Cottrell	Chief Michael Johnson
City of AUBURN	Cristina Shafer	<i>None Appointed</i>	Shari Harris	Chief Ryan L. Kinnan
City of COLUSA	Toni Benson	<i>None Appointed</i>	Toni Benson	Chief Josh Fitch
City of CORNING	Kristina Miller	Tom Watson	Tom Watson	Chief Jeremiah Fears
City of DIXON	Rachel Ancheta	Kim Stalie	Rachel Ancheta	Chief Robert Thompson
City of ELK GROVE	Brad Koehn	Kara Reddig	Jim Ramsey Julie Rucker - Alternate Rep.	Lieutenant Ryan Elmore
City of FOLSOM	*VP / *EC / *CC Jim Francis	*Kristine Haile (Vice-Chair)	Kristine Haile	Chief Rick Hillman
City of GALT	EC / CC Stephanie Van Steyn	Tom Haglund	Stephanie Van Steyn	Chief Tod Sockman (Vice-Chair)
City of GRIDLEY	*EC Vacant	*Elisa Arteaga	Elisa Arteaga	Chief Allen Byers
City of IONE	Jon Hanken	Lori McGraw	Jon Hanken	Chief Tracy Busby
City of JACKSON	Yvonne Kimball	Dalacie Blankenship	Yvonne Kimball	Interim Chief Chris Mynderup
City of LINCOLN	EC / CJPRMA Board Rep Veronica Rodriguez	Ruthann Codina	Veronica Rodriguez	Chief Doug Lee
City of MARYSVILLE	Jennifer Styczynski	Karen Peters	Jennifer Styczynski	Chief Chris Sachs
City of NEVADA CITY	EC Loree' McCay	Catrina Olson	Loree' McCay	Chief Chad Ellis
City of OROVILLE	P / EC / CC Liz Ehrenstrom (Chair)	<i>None Appointed</i>	Liz Ehrenstrom (Chair)	Chief Joe Deal
Town of PARADISE	S / EC / CC Gina Will	Crystal Peters	Crystal Peters	Chief Eric Reinbold
City of PLACERVILLE	Dave Warren	Cleve Morris	Dave Warren	Chief James Ortega
City of RED BLUFF	Sandy Ryan	Anita Rice	Sandy Ryan	Chief Kyle Sanders (Chair)
City of RIO VISTA	*EC Jose Jasso	*Jen Lee, CPA	Jose Jasso	Chief Jackson Harris
City of ROCKLIN	Kimberly Sarkovich	Andrew Schiltz, CPA	Kimberly Sarkovich	Chief Chad Butler
City of WILLOWS	T / EC / CC Tim Sailsbery, CPA	<i>None Appointed</i>	Wayne Peabody	N/A
City of YUBA CITY	Spencer Morrison	Michael Rock	Sheleen Loza	Chief Robert Landon

OFFICERS		
		Term of Office
President (P)	Liz Ehrenstrom	1/1/2019 - 6/30/2020
Vice President (VP)	Kristine Haile	1/1/2019 - 6/30/2020
Treasurer (T)	Tim Sailsbery	1/1/2019 - 6/30/2021
Secretary (S)	Gina Will	9/27/2018 - 6/30/2020

**Executive Committee (EC)** - membership on the EC rotates annually based on a rotation schedule and each member serves for a two-year term, with the **President** serving as **Chair of the Committee**.

**Claims Committee (CC)** - members of the CC are annually selected by the EC. CC is traditionally made up of at least five members of the EC, with the **Vice President** serving as **Chair of the Committee**.

CJPRMA Board Representative  
 Veronica Rodriguez appointed 10/24/2019

PROGRAM ADMINISTRATORS (Alliant Insurance Services)	
Michael Simmons	Marcus Beverly
Conor Boughey	Raychelle Maranan

CLAIMS ADMINISTRATORS (Sedgwick formerly York)
Dorienne Zumwalt
Steven Scott (Workers' Comp)
Jill Petrarca (Liability)

RISK CONTROL CONSULTANTS (Sedgwick formerly York/Bickmore)
Enriqueta "Henri" Castro
Dave Beal
Tom Kline (Police RM)

ADVISORS
Byrne Conley (Board Counsel)
James Marta, CPA (Accountant)