



**President**  
Mr. Dave Warren  
City of Placerville

**Vice President**  
Ms. Liz Ehrenstrom  
City of Oroville

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

**Secretary**  
Gina Will  
Town of Paradise

**NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND  
EXECUTIVE COMMITTEE SPECIAL MEETING  
AGENDA**

**Date:** Monday, November 19, 2018

**Time:** 1:30 p.m.

**Location:** Rocklin Event Center - Room 107  
2650 Sunset Boulevard  
Rocklin, CA 95677

**A - Action**  
**I - Information**

**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. APPROVAL OF AGENDA AS POSTED**

**A 1**

**C. 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. 3 **D. 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. 4 1. Executive Committee Meeting Minutes - September 27, 2018

**E. JPA BUSINESS**

pg. 13 1. **Safety and Risk Control Services Agreement with Bickmore**

**A 1**

*The Committee will be asked to review and approve Bickmore's renewal terms effective July 1, 2019.*

pg. 22 2. **Brokerage, Risk Management and Program Administration Services with Alliant Insurance Services**

**A 1**

*The Committee will be asked to review and approve Alliant's renewal terms effective July 1, 2019.*



**President**  
Mr. Dave Warren  
City of Placerville

**Vice President**  
Ms. Liz Ehrenstrom  
City of Oroville

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

**Secretary**  
Gina Will  
Town of Paradise

pg. 44	3. <b>Amendment to York Risk Services’ Contracts</b> <i>The conflict of interest language in both the York’s current contracts will need to be updated to comply with CAJPA standards.</i>	<b>A 2</b>
pg. 45	4. <b>Round Table Discussion</b> <i>This is an opportunity for Committee members to ask questions or raise issue on risk exposures common to the members.</i>	<b>I 4</b>
	<b>F. INFORMATION ITEMS</b>	<b>I 1</b>
pg. 47	1. NCCSIF Organizational Chart	
pg. 48	2. NCCSIF 2019 Meeting Calendar	
pg. 49	3. NCCSIF Travel Mileage Reimbursement Form	

**G. ADJOURNMENT**

**UPCOMING MEETINGS**

- Board of Directors Training Day and Meeting - December 13, 2018
- Police Risk Management Committee Meeting - February 21, 2019
- Executive Committee Meeting - March 14, 2019
- Claims Committee Meeting - March 14, 2019
- Risk Management Committee Meeting - April 25, 2019

*Per Government Code 54954.2, persons requesting disability related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Raychelle Maranan at Alliant Insurance Services at (916) 643-2712.*

*The Agenda packet will be posted on the NCCSIF website at [www.nccsif.org](http://www.nccsif.org). Documents and material relating to an open session agenda item that are provided to the NCCSIF Executive Committee less than 72 hours prior to a regular meeting will be available for public inspection and copying at 2180 Harvard Street, Suite 460, Sacramento, CA 95815.*

*Access to some buildings and offices may require routine provisions of identification to building security. However, NCCSIF does not require any member of the public to register his or her name or to provide other information, as a condition to attendance at any public meeting and will not inquire of building security concerning information so provided. See Government Code section 54953.3.*



BACK TO AGENDA

**Northern California Cities Self Insurance Fund  
Executive Committee Special Meeting  
November 19, 2018**

**Agenda Item D.**

## **CONSENT CALENDAR**

### **ACTION ITEM**

**ISSUE:** The Executive Committee reviews items on the Consent Calendar and, if any item requires clarification or discussion, a Member should ask that it be removed for separate action. The Committee should then consider action to approve the Consent Calendar excluding those items removed. Any items removed from the Consent Calendar will be placed later on the agenda in an order determined by the President.

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

**FISCAL IMPACT:** None.

**BACKGROUND:** Routine items that generally do not require discussion are regularly placed on the Consent Calendar for approval.

**ATTACHMENT(S):** Executive Committee Meeting Minutes - September 27, 2018



**MINUTES OF THE  
NCCSIF EXECUTIVE COMMITTEE MEETING  
ROCKLIN EVENT CENTER, ROCKLIN, CA  
SEPTEMBER 27, 2018**

**COMMITTEE MEMBERS PRESENT**

Liz Cottrell, City of Anderson  
Kristina Miller, City of Corning  
Liz Ehrenstrom, City of Oroville

Gina Will, Town of Paradise  
Dave Warren, City of Placerville (**Chair**)

**COMMITTEE MEMBERS ABSENT**

Juan Solis, City of Gridley  
Sandy Ryan, City of Red Bluff

Tim Sailsbery, City of Willows

**OTHER MEMBERS PRESENT**

Yujun Du, City of Rio Vista

**CONSULTANTS & GUESTS**

Marcus Beverly, Alliant Insurance Services  
Michael Simmons, Alliant Insurance Services  
Raychelle Maranan, Alliant Insurance Services

James Marta, James Marta & Company  
Dori Zumwalt, York Risk Services  
Cameron Dewey, York Risk Services

**A. CALL TO ORDER**

Chair Dave Warren called the meeting to order at 11:37 a.m.

**B. APPROVAL OF AGENDA AS POSTED**

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

**Motion:** Liz Ehrenstrom      **Second:** Liz Cottrell  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

**Motion Carried**

**C. PUBLIC COMMENTS**

There were no public comments.

## **D. CONSENT CALENDAR**

1. Executive Committee Meeting Minutes - May 17, 2018
2. Check Register from May 1, 2018 to August 31, 2018
3. Investment Reports
  - a. Chandler Asset Management Short/Long Term - May 2018 to August 2018
  - b. Chandler Asset Management GASB 40 Reports as of June 30, 2018
  - c. Chandler Asset Management GASB 72 Reports as of June 30, 2018
  - d. Local Agency Investment Fund (LAIF) Report as of June 30, 2018
  - e. Treasurer's Report as of June 30, 2018
4. 18/19 Alliant Deadly Weapon Response Program Proposal
5. Alliant Deadly Weapon Response Program Brochure
6. Police Risk Management Grant Funds Utilization Report as of September 20, 2018
7. AssetWorks Property Appraisal Services Agreement

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

**Motion:** Liz Ehrenstrom

**Second:** Liz Cottrell

**Motion Carried**

**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

## **E. ADMINISTRATION REPORTS**

### **E1. President's Report**

Chair Warren handed out the Federal Emergency Management Institute training course list that he obtained from the FEMA website. He stated that FEMA has a lot of emergency management planning and response training on different subjects that is available free and encouraged members to use it as a resource for city or community. Chair Warren directed the Program Administrators to share the training list to the rest of the members.

### **E2. CJPRMA Update**

Mr. Marcus Beverly updated the Committee as follows:

- CJPRMA hired a new Claims Administrator - Marinda Griese from Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).
- David Clovis official retirement date is November 3, 2018.
- Tony Giles will officially assume the role of General Manager. Mr. Giles will be in attendance at the December 13, 2018 Board meeting.



### **E3. Program Administrator's Report**

Mr. Beverly updated the Committee on the following:

- 17/18 CSAC EIA Payroll Audit resulted in a \$400 premium credit.
- Property Appraisals are underway. City of Rio Vista is not part of the Property Program, but requested appraisal of their properties and was able to avail the group fee rate.
- CAJPA Accreditation is underway. Program Administrators had to retrieve old records from Secretary of State's office to complete the accreditation requirements.

### **F. FINANCIAL REPORTS**

#### **F1. Quarterly Financial Report for Period Ending June 30, 2018**

Mr. James Marta provided a presentation of NCCSIF Financial Status at June 30, 2018. Highlights of the presentation as follows:

- Decrease in net position for the fiscal year ended June 30, 2018 was \$377,089 for the pool as a whole.
- Increase in prior year's claims liabilities totaled \$642,527: \$404,930 for the liability program and \$237,597 for workers' compensation.
- Expenses during the year included dividends to members totaling \$3,541,291.
- Assessments to members totaled \$268,520 all in the banking layer. No liability shared layer assessment for FY 17/18.
- Liability shared layer ended the year with positive net position of \$1,509,875 – up \$121,929 from last year's ending balance of \$1,387,946.

It was noted the net refunds to members over the last ten years is \$32 million, and over twenty-three years totaled \$48 million.

**A motion was made to accept and file the Quarterly Financial Report for the period ending June 30, 2018.**

**Motion:** Liz Ehrenstrom

**Second:** Gina Will

**Motion Carried**

**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

#### **F2. Budget-to-Actual as of June 30, 2018**

The year-to-date administrative expenses were \$1,206,338, or \$56,792 (4%) below the budgeted amount of \$1,263,130. The significant categories that were below budget were the member training grants of \$4,000 each member, and the regional training/risk assessment outside training fund. Mr. Beverly indicated that these categories will be utilized more often this year as members and service providers are more aware of these resources. The DIR Office of Self Insurance Plan Assessment is the wildcard due to varying factors in the calculation of the assessment.



Presented as information only, no action taken.

### **F3. FY 17/18 Financial Audit Update**

Mr. Beverly indicated that Crowe LLP has just concluded the financial audit for FYE June 30, 2018. Mr. Marta indicated that there were no recommended adjustment and Crowe is issuing an unmodified opinion. Crowe will present the audit findings at the October 25, 2018 Board meeting.

### **G. CLAIMS SERVICES**

#### **G1. Approval of NCCSIF Defense Attorney List for Liability**

It was noted that this matter was reviewed during the Claims Committee meeting earlier that morning.

**A motion was made to approve the addition of Charleton S. Pearse, Benjamin D. Oram, and Adam Ambrozy from Lenahan, Lee, Slater, Pearse & Majernik, LLP to the Liability Counsel Approved List.**

**Motion:** Liz Ehrenstrom                      **Second:** Liz Cottrell                      **Motion Carried**  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

#### **G2. FY 18/19 Workers' Compensation Claims Audit**

Mr. Beverly indicated that NCCSIF is scheduled to conduct the Workers' Compensation (WC) Claims Audit this year. Alliant has requested proposal from Farley Consulting Services (FCS), the firm that has conducted the last audit for NCCSIF. The proposal is for \$11,200, but was budgeted for \$10,500, a 6.7% increase from the last audit. This audit is normally done in October however, CSAC EIA, excess WC carrier, is also conducting a claims audit in October and therefore, FCS audit will be delayed until March 2019.

**A motion was made to approve Farley Consulting Services proposal as the Workers' Compensation Claims Auditor for FY 18/19 as presented.**

**Motion:** Gina Will                              **Second:** Kristina Miller                      **Motion Carried**  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

#### **G3. Workers' Compensation Claims Administration Performance Plan Follow-up Survey Result**

Mr. Beverly reported that 100% of the members responded to the survey. The Committee discussed the survey result and Chair Warren asked York staff and Marta to step out of the room.

*Dori Zumwalt, Cameron Dewey and James Marta stepped out of the room at 12:28 p.m.*







## **H2. Appointment of NCCSIF Secretary and CJPRMA Board Representative**

Chair Warren indicated that Gina Will has agreed to a two-year commitment as Secretary and CJPRMA Board Representative. Ms. Will has served on the Board of Directors for 10 years.

**A motion was made to nominate Gina Will as Secretary and CJPRMA Board Representative for the remainder of the current term and for the upcoming 2019 and 2020 term of office.**

**Motion:** Liz Ehrenstrom                      **Second:** Liz Cottrell                      **Motion Carried**  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

## **H3. Nomination of Officers - 2019**

Mr. Beverly indicated that five seasoned Board members are rotating off the Executive Committee by December 31, 2018: Liz Cottrell, City of Anderson; Kristina Miller, City of Corning; Sandy Ryan, City of Red Bluff; Tim Sailsbery, City of Willows; and Dave Warren, City of Placerville. Five new Board members are rotating on effective January 1, 2018: Kris Haile, City of Folsom; Cora Hall, City of Galt; Loree McCay, City of Nevada City; Yujun Du, City of Rio Vista; and Veronica Rodriguez, City of Lincoln. Mr. Beverly noted four of the five Board members that are rotating on, with the exception of Kris Haile, are newly appointed Board members, and the City of Lincoln has not officially appointed Veronica Rodriguez but is underway.

Chair Warren indicated that Liz Ehrenstrom is currently the Vice President for the past two and a half years and served as past President.

**A motion was made to nominate Liz Ehrenstrom as President for term effective January 1, 2019 to December 31, 2020.**

**Motion:** Dave Warren                      **Second:** Liz Cottrell                      **Motion Carried**  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

Mr. Beverly confirmed that Tim Sailsbery is willing to stay on as Treasurer.

**A motion was made to nominate Tim Sailsbery as Treasurer for continuity.**

**Motion:** Dave Warren                      **Second:** Liz Ehrenstrom                      **Motion Carried**  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

Chair Warren stated that he spoke to Kris Haile, City of Folsom, about the Vice President role and is willing to step up to the plate and serve as Vice President.

**A motion was made to nominate Kris Haile as Vice President for term effective January 1, 2019 to December 31, 2020.**



**Motion:** Dave Warren                      **Second:** Liz Ehrenstrom                      **Motion Carried**  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

#### **H4. NCCSIF Underwriting Policy**

Mr. Beverly mentioned the Underwriting Policy is a new requirement to receive CAJPA Accreditation with Excellence. There are no changes to current practice as this was simply the consolidation of information from the Bylaws and various Policies and Procedures (P&P) of each Program rating process into one document. The Committee reviewed the draft Policy and Procedure A-23 and suggested the following:

- Policy to apply to both new and existing members.
- Provide at least three years, preferably five years of audited financial statements.
- Provide at least five, preferably ten years of loss history.
- Add reference to cost allocation plan.
- Define suitability of a member to include a definition of a Northern California City and comparability of operations to the existing members.
- Consider a five year commitment.

It was noted that some stricter requirement may fall outside of the current terms set forth in the Bylaws and/or P&P. The Committee directed Program Administrators to incorporate additional terms suggested relevant to the existing policies.

**A motion was made to revise the Underwriting Policy and incorporate the additional terms suggested relevant to the existing Bylaws and Policies and Procedures and present to the Board of Directors for review.**

**Motion:** Liz Cottrell                      **Second:** Liz Ehrenstrom                      **Motion Carried**  
**Ayes:** Cottrell, Miller, Ehrenstrom, Will, Warren

#### **H5. CJPRMA Drone Coverage**

Mr. Beverly indicated that CJPRMA (California Joint Powers Risk Management Authority), excess Liability provider, has begun to charge \$500 per year per drone for Drone Liability coverage. Program Administrators were not informed of this change until after the July 1, 2018 renewal. This is the second year that CJPRMA offered Drone coverage, but they did not charge for this last year. Members with drones include Anderson with two drones and Red Bluff with one drone. One benefit of the additional coverage through CJPRMA is a reduction of the SIR (Self-Insured Retention) from \$500,000 to \$500, eliminating the exposure to the pool and greatly reducing the member's exposure. For coverage to apply, members must register the drone to CJPRMA.

Mr. Marta mentioned that members can deduct the cost of drone coverage from their Liability Program Banking Layer.





**I. INFORMATION ITEMS**

1. York Who's Who in Claims WC Contacts
2. York Who's Who in Claims Liability Contacts
3. NCCSIF Organizational Chart
4. NCCSIF 2018 Meeting Calendar
5. NCCSIF Travel Mileage Reimbursement Form

There was no discussion on these items.

**J. ADJOURNMENT**

The meeting was adjourned at 1:40 p.m.

**Next Meeting Date:** November 19, 2018

Respectfully Submitted,

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

\_\_\_\_\_  
Date

DRAFT



**Agenda Item E.1.**

**SAFETY AND RISK CONTROL SERVICES AGREEMENT  
WITH BICKMORE**

**ACTION ITEM**

**ISSUE:** The Committee is presented a proposed Risk Control Services Agreement with Bickmore Risk Control, effective July 1, 2019.

The Risk Management Committee (RMC) reviewed the Scope of Services on October 25, 2018. The RMC requested a few modifications and recommended the amended scope be presented to this Committee. The modifications are highlighted and redlined for this Committee's review. A contract cost comparison is also attached.

The proposed service rate remains the same \$155 per hour. Members continue to receive three days of individual services which may include individual member incident root cause and trend analysis. The annual cost decreased 1% from \$176,720 to \$174,908 due to the number of meetings decreasing from seven to five per year.

**OPTIONS:**

1. Approve as presented.
2. Approve as amended with a different mix/type of services.
3. Provide further direction to the Program Administrator.

**RECOMMENDATION:** Review and provide approval or further direction to the Program Administrator.

**FISCAL IMPACT:** \$176,720 annually which is decrease of 1% from the current annual fee of \$174,908. Note the fee and hours are the same for each of the proposed five years.

**BACKGROUND:** NCCSIF contracted with Bickmore on January 1, 2012 to provide risk control services. Bickmore's contract for risk management services expires June 30, 2019. The Executive Committee has previously recommended the Program Administrator negotiate a new agreement with Bickmore with a three-year term and two optional years, beginning July 1, 2019.

**ATTACHMENT(S):**

1. *Draft* Bickmore Agreement for Safety and Risk Control Services
2. Bickmore Contract Cost Comparison

## RISK CONTROL SERVICES AGREEMENT

This Agreement was entered into on July 1, 2019, by and between **BICKMORE** ("BICKMORE") a California corporation located at 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833 and **Northern California Cities Self Insurance Fund** (NCCSIF) ("CLIENT"), a Joint Powers Authority located at 2180 Harvard Street, Suite 460, Sacramento, CA 95815.

### WITNESSETH

WHEREAS, CLIENT wishes to retain BICKMORE, for itself or a subsidiary, for professional and technical services as set forth below; and

WHEREAS, BICKMORE wishes to provide the aforesaid services;

### NOW THEREFORE

In consideration of the foregoing and the promises and undertakings set forth herein, the parties agree as follows:

1. CONTRACT TERM

This contract period shall be from the commencement of work on July 1, 2019 through June 30, 2022, or through date of extension by mutual written agreement for continued services.

2. GENERAL

BICKMORE hereby agrees to provide CLIENT and its affiliated companies with services as set forth in Exhibit A hereto "Scope of Services". The services will be provided at mutually agreeable locations in California, the scope of which may change during the term of this Agreement. CLIENT hereby agrees to pay BICKMORE and BICKMORE agrees to accept in full satisfaction for its services rendered hereunder, compensation in accordance with the fees specified in the Scope of Services. The terms of this Agreement and its Exhibits, shall constitute the entire contract between the parties. This Agreement may be amended or modified only in writing if agreed to and signed by BICKMORE and CLIENT.

3. INDEPENDENT CONTRACTOR

BICKMORE agrees that its relationship to CLIENT is that of an independent contractor and, as such, that BICKMORE is wholly responsible for all of its own taxes, withholdings and/or similar matters. It is agreed and understood that BICKMORE has no authority or power to act for, enter into contracts of any type or incur any liability or obligation on behalf of or for CLIENT.

4. CLIENT RESPONSIBILITIES

A. CLIENT shall provide the data and access to personnel necessary to assist BICKMORE in performing the Services, including but not limited to those listed in Exhibit A Attached.

B. CLIENT acknowledges that in performing the Services, BICKMORE shall rely on all information furnished by CLIENT and on any decisions made or approvals given by Client in connection with the Services. BICKMORE shall be under no obligation to verify or investigate the accuracy or completeness of the data and information provided by Client, and BICKMORE shall have no liability or responsibility for any inaccuracies in the data or information and/or for any reports, services, materials, or documents prepared or provided to Client based on such inaccurate or incomplete data or information.

5. DEFEND & INDEMNIFY

A. CLIENT shall indemnify, defend and hold harmless BICKMORE, its directors, officers, agents and employees from any and all causes of actions, claims, damage loss, costs, and expenses attributable to the negligent or otherwise wrongful acts or omissions of CLIENT or CLIENT's employees, agents, representatives or contractors.

B. BICKMORE shall indemnify, defend and hold harmless CLIENT, its directors, officers, agents and employees from any and all causes of actions, claims, damage loss, costs, and expenses attributable to the negligent or otherwise wrongful acts or omissions of BICKMORE or BICKMORE's employees, agents, representatives or contractors.

C. BICKMORE shall indemnify, defend, and hold harmless CLIENT, its directors, officers, agents and employees from any and all causes of actions, claims, damage, loss, costs and expenses resulting from BICKMORE's failure to protect against disclosure of Confidential Information, as defined in Section 6, as well as for BICKMORE's misappropriation of Confidential Information, as defined in Section 6.

D. BICKMORE shall defend and indemnify CLIENT from and against all claims, damage, liability and expenses (including but not limited to court costs and reasonable attorney's fees) related to or arising out of allegations that the services rendered by BICKMORE infringe on any patent, copyright or other intellectual property right enforceable in the United States.

E. The above defense, indemnification and hold harmless undertakings by the parties shall survive the termination of this Agreement. A party seeking indemnification (the "Indemnified Party") shall promptly notify the other (the "Indemnifying Party") of any of the above circumstances for which indemnification is sought, following actual knowledge of the facts giving rise to such indemnification, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is prejudiced by such failure. In the event that any third party claim is brought, the Indemnifying Party shall have the right and option to undertake and control of the defense of such action with counsel of its choice, subject to reasonable approval of the Indemnified Party.

6. CONFIDENTIALITY

BICKMORE, or anyone acting on its behalf, acknowledges that it may receive CLIENT's confidential or proprietary business information or trade secrets of CLIENT in the course of rendering its services. In addition, BICKMORE, or anyone acting on its behalf, acknowledges that CLIENT has in its possession insurance claim files of others, and that those files contain non-public personal information protected against disclosure by the Gramm-Leach-Bliley Act, 15 U.S.C. 6801-6809, et. seq and/or personal health information protected against disclosure by the Health Insurance Portability and Accountability Act, 42 U.S.C. 1301, et. seq. ("HIPAA"). The information in those files and CLIENT's confidential or proprietary business information or trade secrets are collectively referred to as "Confidential Information". As between CLIENT and BICKMORE and for purposes of this Agreement, all Confidential Information shall be deemed owned by CLIENT. BICKMORE, or anyone acting on its behalf, agrees to hold such Confidential Information in confidence and to protect such Confidential Information with at least the same degree of care as it normally exercises to protect its own confidential or proprietary information or trade secrets of a similar nature. BICKMORE, or anyone acting on its behalf, further agrees to not disclose such Confidential Information to any third party without the prior written approval of CLIENT. BICKMORE shall promptly notify CLIENT in the event of a failure to comply with its obligations under this Section 4. To the extent required by law, this Agreement shall be a "Business Associate Agreement" as defined and required by HIPAA

BICKMORE agrees that all CLIENT data provided to BICKMORE under this Agreement shall be received in confidence and shall not be disclosed to any third parties, except as reasonably necessary for BICKMORE to perform its services hereunder or to comply with any validly issued subpoena or court order; provided, that to the extent not prohibited by law, BICKMORE shall provide prior written notice of such disclosure to CLIENT so that CLIENT may have a chance to review such disclosure, object to such disclosure, and, if applicable, seek confidential treatment of any data to be included in such disclosure.

The Services and work product provided by BICKMORE hereunder are provided for the exclusive use of CLIENT. Notwithstanding the foregoing, nothing contained herein shall prohibit BICKMORE from using any of BICKMORE's general knowledge or knowledge acquired under this Agreement to perform similar services for others; provided however, that BICKMORE shall not use any of CLIENT's confidential information in providing services to others.

7. TERMINATION OF AGREEMENT

CLIENT and BICKMORE shall have the right to terminate this Agreement, with or without cause, at any time upon 30 days' prior written notice to the other. After this agreement is terminated, CLIENT shall compensate BICKMORE for professional time provided and expenses incurred up to and including the date of termination. All CLIENT Documents secured to the point of contract termination shall be returned to CLIENT upon request.

8. INSURANCE

A. To the extent required by law, BICKMORE will obtain and maintain Workers' Compensation Insurance for its employees, with policy limits no less than the minimum statutory requirements. BICKMORE will provide CLIENT with a Waiver of Subrogation in accordance with the aforementioned Workers' Compensation Insurance. BICKMORE will provide CLIENT with a Certificate of Insurance which reflects the aforesaid coverage.

B. BICKMORE will obtain and maintain Automobile Liability Insurance, Commercial General Liability Insurance, with broad form coverage, including a blanket additional insured endorsement, product liability and completed operations endorsements, without exclusion for cyber liability coverage, as well as Employer Liability Insurance. BICKMORE will provide CLIENT with Certificates of Insurance which reflect the approved limits of liability. The policy limits shall not be less than two million dollars (\$2,000,000) in Automobile Liability Insurance, two million dollars (\$2,000,000) in Commercial General Liability Insurance and one million dollars (\$1,000,000) in Employer Liability Insurance. Professional liability insurance coverage, specific to the services provided under this Agreement, in an amount not less than \$4,000,000 per claim and \$10,000,000 in annual aggregate claims.

9. INTELLECTUAL PROPERTY RIGHTS

CLIENT acknowledges that BICKMORE's computer systems are proprietary. Neither CLIENT nor anyone acting on its behalf will acquire any rights of any kind whatsoever in BICKMORE's systems or any part thereof, whether or not CLIENT performed any work on such systems in connection herewith. Any work product or other activity by either party hereto that is designed to assist BICKMORE in the provision of the Scope of Services, whether related to BICKMORE's systems or otherwise, shall be the sole and exclusive property of BICKMORE

To the extent CLIENT has any rights in anything developed under this Agreement, notwithstanding the foregoing, this Agreement constitutes an assignment to BICKMORE of all patent, copyright, and all other intellectual property developed during the assignment, including without limitation, all rights in



flow charts, code, descriptive materials, data structures, screen layouts and business processes and CLIENT hereby grants and shall grant a perpetual, exclusive, fully-paid, transferable, worldwide license in and to such intellectual property.

10. INTELLECTUAL PROPERTY RIGHTS

In addition to all warranties, expressed or implied, established by statutes or common law, or elsewhere set forth. BICKMORE warrants that all goods provided and/or services rendered will conform to all specifications, drawings, samples and any other description, furnished or adopted by CLIENT, and will be of best quality and fit and sufficient for the purposes intended. BICKMORE warrants that it possesses proper rights to provide services and that said services are free from any lien or encumbrance of any kind. BICKMORE warrants that it and its employees have secured and possess all required licenses necessary to provide the agreed upon goods and/or services. BICKMORE warrants that all goods provided and services rendered comply with all applicable laws, regulations and codes. BICKMORE will undertake to perform such services with reasonable dispatch, diligence and care with the objective of assisting the CLIENT in the furtherance of its goals with respect to the Scope of Services set forth in this Agreement. However, BICKMORE cannot and does not represent that its analysis, evaluation, reports and other activities will identify a precise measure of expected losses, target funding levels, or any other assumptions that will be provided in the Scope of Services. All analysis and recommendations will project an expected range of outcomes that may or may not align with the actual results. Therefore, no analysis, evaluation, report, or recommendation shall constitute an undertaking by BICKMORE on behalf of or for the benefit of the CLIENT or others, to determine or warrant that the projected funding levels or expected losses will be greater than, equal to, or less than actual losses. Furthermore, Bickmore assumes no responsibility for the funding of claims and losses.

11. ASSIGNABILITY

This Agreement, in its entirety and each and every provision hereto, shall inure to the benefit of BICKMORE and its CLIENT. Neither party may assign this Agreement without written consent of the other party and any such assignment shall be null and void.

12. WAIVER

Any failure by either party to enforce or require strict performance of any terms or conditions of this Agreement shall not constitute a waiver thereof by such and party may at any time avail itself of the remedies it may have for any breach of the terms hereof.

13. PRIOR AGREEMENTS

The terms and conditions of this Agreement, including those terms and conditions set forth in the Scope of Services, shall supersede any and all prior agreements between CLIENT and BICKMORE and render those prior agreements null and void.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, without giving effect to any Conflict of Laws principles.

15. DISPUTES

In the event of a dispute between the parties leading to litigation, the parties agree and stipulate that such litigation shall be resolved in the Superior Court of the State of California. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

16. LIMITATION OF LIABILITY

Neither party shall be responsible to the other for any indirect, special, incidental, consequential, exemplary or punitive damages in connection with this Agreement. The maximum liability of either party to the other shall not exceed an amount equal to the aggregate fees paid and fees expected to be paid pursuant hereto during the term of this Agreement.

17. NAME USAGE

Except as necessary for CLIENT to perform its duties as set forth in this Agreement, CLIENT shall not utilize BICKMORE's trade names, logos, trademarks, service marks or other identification in any press release, advertisement, marketing material, promotional literature, article, presentation or other type of communication, without the prior written consent of BICKMORE, which consent may be withheld or denied in BICKMORE's sole discretion.

18. NON-SOLICITATION

CLIENT shall not hire any employee of BICKMORE or induce any employee of BICKMORE to terminate his or her employment (or encourage, and aid or abet any third party to do the same) at any time during which this Agreement or any extension or renewal thereof is in effect and for a period of twelve (12) months thereafter. CLIENT agrees and acknowledges that BICKMORE has invested time and resources in training its personnel and that BICKMORE will suffer harm, the extent of which is difficult to quantify, should CLIENT directly or indirectly cause BICKMORE's employee to terminate their employment with BICKMORE. Therefore, in the event that CLIENT violates this provision, CLIENT shall be liable to BICKMORE for liquidated damages in a sum equal to the employee's salary for two (2) years based on the employee's salary over the two (2) months prior to the termination of that employee's employment with BICKMORE.

19. REPRESENTATIONS

The services to be provided by BICKMORE are not of a legal, tax or accounting nature and BICKMORE shall in no event give, or be required to give, any legal opinion or provide any legal, tax or accounting representation to CLIENT.

NORTHERN CALIFORNIA CITIES  
SELF INSURANCE FUND

BICKMORE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

## **Exhibit A**

### **SCOPE OF SERVICES**

Services will be coordinated with the NCCSIF Risk Management Committee, and at its direction, annual services will include:

**Focused Risk Assessments/Action Plan - \$27,280 (22 members, one service day/member @ \$1,240/service day)**

Conduct a focused risk assessment for each member including discussion on member's specific needs, develop action plans and review the available risk control resources. Maintain and update the member's progress and scorecard throughout the year.

**Member Services - \$81,840 (22 members, 3 service days/member @ \$1,240/service day)**

Provide the equivalent of three days (provided in half day and/or full day increments) of risk management and risk control services to each member; facilitate Risk Management 101 for Supervisors and Managers; and, provide risk control services orientations to new risk management committee members. Risk management and risk control services may include assisting with best practice recommendations identified in the risk assessments, providing on-site training, participating/facilitating in committee meetings, ergonomic evaluations, developing written programs/policies, inspecting facilities, **providing incident root cause and trend analysis**, and other consulting services.

**NCCSIF Meetings - ~~\$24,500~~ \$17,500 (75 meetings/year @ flat rate \$3,500/meeting)**

At least one Bickmore staff will prepare, attend and participate in the meetings which may include:

- Risk Management Committee
- Police Risk Management Committee
- Executive Committee (when CLIENT requested)
- Board of Directors meeting (when CLIENT requested)

Pricing includes staff time for staff report development, analysis/research of topics, training coordination, agenda preparation, meeting attendance, travel time, and expenses.

**Phone and Email Consultation - \$22,320 (1.5 service days/month @ \$1,240/service day)**

Provide members with unlimited access to a risk control professional for technical information and guidance. This service provides one central resource to help answer questions about occupational safety and health, risk management and CLIENT best practices.

**Safety Communication/Resource Development - \$7,440 (6 service days @ \$1,240/service day)**

Timely safety topic information will be provided to NCCSIF members on a regular basis. In addition the Bickmore website will be updated regularly, and links will be provided in the safety communication.

**Training Coordination - \$18,600 (15 service days @ \$1,240/service day)**

Coordination of member services and eight regional trainings per year (four topics offered in a Northern and Southern member location). Service may include topic research, trainer and location selection, announcements, electronic registration management, materials development, coordination and facilitation of services and/or attendance and participation at training.

**Worker's Compensation Loss Data Review and Member Consultation - \$17,360 (14 service days @ \$1,240/service day)**

**Review monthly WC claim report for frequency and/or severity trends. Contact members as needed to assist with root cause analysis and correction strategies to prevent future occurrences.**

**Bickmore Risk Control Website Resources - (no additional cost)**

Members will have unlimited access to all the resources available on the Bickmore Risk Control website which includes over 300 on-line streaming videos, hundreds of safety training handouts and risk management regulatory publications, recorded safety webinars, sample programs, forms, and checklists. Members will also receive invitations to participate in all live webinars.

Total Cost: ~~\$199,340~~ \$174,980

**COST OF SERVICES**

**Fee Structure**

1. All services identified in this agreement will be provided for the not-to-exceed fee of ~~\$199,340.00~~ \$174,980.00 annually. This rate includes mileage travel expenses, and value-added services such as access to streaming videos, webinars, and safety communications.
2. BICKMORE will invoice CLIENT monthly at a rate of ~~\$16,611.66~~ \$14,581.67, with payment due on the last day of the month of service for the life of the Agreement.
3. CLIENT will be asked to reimburse BICKMORE for any pre-approved additional expense(s) incurred that are beyond the scope of the Agreement. This will include such things as industrial hygiene lab work and supplies, training materials, refreshments for training attendees, etc.

**Additional Services**

Additional services consistent with this proposal will be available to CLIENT on a time and materials basis. Fees for such additional services will be negotiated on an as-needed basis.

**BICKMORE CONTRACT COST COMPARISON**

<b>7/1/2019 TO 6/30/2024 - PROPOSED</b>		
<b>Scope of Services</b>	<b>Rate per Service</b>	<b>Cost</b>
Focused Risk Assessment/Action Plan <i>1 service day/member</i>	\$1,240	\$27,280
Member Services <i>3 service days/member (8 hours per day at \$155/hour)</i>	\$1,240	\$81,840
NCCSIF Meetings <i>5 meetings/year (flat rate \$3,500 per meeting)</i>	\$3,500	\$17,500
Phone and E-mail Consultation <i>1.5 services days/month</i>	\$1,240	\$22,320
Safety Communication/Resource Development <i>6 service days/contract year</i>	\$1,240	\$7,440
Training Coordination <i>15 service days/contract year</i>	\$1,240	\$18,600
<b>Total</b>		<b>\$174,980</b>

<b>7/1/2016 TO 6/30/2019</b>			<b>DIFFERENCE</b>	
<b>Scope of Services</b>	<b>Rate</b>	<b>Cost</b>	<b>Cost</b>	<b>%</b>
Hazard & Safety Assessment <i>1 flat rate/member</i>	\$750	\$16,500	\$10,780	65%
Assessment Follow Up Recommendation <i>Implementation 2-days flat rate/member</i>	\$1,500	\$66,000		
<i>Additional Service Days</i> <i>1 day/member</i>	\$1,500	\$33,000	-\$17,160	-17%
RMC Preparation and Participation <i>15 hours/meeting/4 meeting</i>	\$155	\$9,300		
PRMC <i>20 hours/meeting/4 meetings</i>	\$155	\$12,400	\$21,700	20%
Phone and E-mail Consultation <i>10.25 hours/month</i>	\$155	\$19,060	\$3,260	17%
Safety Communication <i>3 hours/month</i>	\$155	\$5,580	\$1,860	33%
Training Coordination <i>24 hours per quarter</i>	\$155	\$14,880	\$3,720	25%
<b>Total</b>		<b>\$176,720</b>		<b>-1%</b>



Agenda Item E.2.

**BROKERAGE, RISK MANAGEMENT AND PROGRAM ADMINISTRATION  
SERVICES WITH ALLIANT INSURANCE SERVICES**

**ACTION ITEM**

**ISSUE:** The NCCSIF Agreement with Alliant for Services renews July 1, 2019. At the direction of the Executive Committee, the Program Administrators have prepared a draft contract for a new five year term with two optional one-year terms.

There are no major changes to the contract language, except to **Section VIII. Term**. Alliant requests a change in the extension notice provisions to provide for an offer and acceptance by Alliant to extend the term at least three months prior to expiration. Currently only NCCSIF has the option to extend the agreement, with no provision for notice and agreement prior to expiration. The three-month period allows for at least one regular Executive Committee meeting during March in the year of expiration.

There is also a proposed change to the Compensation section. Based on the contract fee history, an increase in the projected hours devoted to NCCSIF, and the inflationary environment, Alliant is requesting a “reset” in the annual fee of 9.5% (\$29,410) and future annual increases of 3.25% (approximately \$11,000 each year). This equates to a composite hourly rate of \$151.47 based on the proposed total fee of \$338,986 and projected 2,238 hours spent administering the liability and Worker’s Compensation programs.

As indicated in the attached Fee History, we have tended to “reset” the fee at contract renewal to adjust for increasing wages, coverages and/or services not originally estimated, with the goal of catching up to the estimated fee before the end of the contract term. In FY 14/15 the reset was 6%, followed by annual increases of 2%. However, the reset in FY 07/08 was reversed due to Alliant decreasing its fee and holding it flat during the last recession. As a result, *the fee for Liability and Workers’ Compensation Program administration in FY 17/18 is almost the same as it was ten years earlier, in FY 07/08.*

**RECOMMENDATION:** None. The Committee to review and discuss.

**FISCAL IMPACT:** Alliant’s current fee for Liability and Workers’ Compensation Program Administration is \$309,576. Alliant is requesting a reset of 9.5% (\$29,410) and annual increases of 3.25% (approximately \$11,000 each year).

**BACKGROUND:** The fee in the first year of the current five-year contract, FY 14/15, was \$286,000, so the current fee is an increase of 8% over the five-year term. In the previous contract, from FY 09/10 to FY 13/14, the fee started at \$279,556 and was reduced to \$270,000 in the remaining four years, to share a small amount of the pain members were feeling due to the recession.



**Northern California Cities Self Insurance Fund  
Executive Committee Special Meeting  
November 19, 2018**

**Agenda Item E.2. (continued)**

Alliant has provided the attached summaries of historical and proposed fees and projected hours for Program Administration. The hours devoted to insurance placement are broken out to account for the time spent on those activities, as distinct from the Program Administration Services outlined in the contract. The current fee for the liability program is \$168,860 and for Workers' Compensation it is \$140,716. Alliant also receives commissions on lines of insurance placed for NCCSIF and individual members, to compensate for the hours spent on those placements.

Alliant has estimated that total hours with insurance placement have increased by approximately 196 hours per year, from an average of 2,680 at the beginning of the current contract in 2014 to 2,876 today. This is due in part to increased time spent administering new programs and services for more members, including drone and dangerous weapons coverage and more use of risk management and police risk management grants. We are providing more extensive review of contracts and insurance requirements, especially as members have increased operations and services in their own cities. We have also taken charge of updating the website more often and adding regular AlliantConnect updates.

As indicated in the attached, the estimated hours for program administration total 2,238. The proposed composite rate for FY 19/20 is \$151.47, reflecting the proposed reset increase of 9.5%. The following year increases of 3.25% are expected to be at or below the projected CPI increases, as indicated below.

We have enjoyed a relatively low inflationary period for a number of years that ended last year. The Western Region Consumer Price Index for All Urban Consumers (CPI-U) has increased from 1% per year in September of 2015 to 3.4% in September of 2018. Low unemployment and rising interest rates are expected to continue this inflationary trend for the foreseeable future, with predictions of steady growth in GDP of 2-3% per year.

**ATTACHMENT(S):**

1. Fee History and Proposed Fees
2. Proposed Administration Hours - Total By Programs and Services
3. Proposed Pricing Beginning 7/1/19
4. *Draft* Redline Alliant Agreement for Broker, Risk Management and Program Administration Services

NCCSIF Alliant Admin Fee History		
FY	Fee	% Change
2018/19	\$ 309,576	2%
2017/18	<b>\$ 303,505</b>	2%
2016/17	\$ 297,556	2%
2015/16	\$ 291,720	2%
2014/15	\$ 286,000	6%
2013/14	\$ 270,000	0%
2012/13	\$ 270,000	0%
2011/12	\$ 270,000	0%
2010/09	\$ 270,000	-3%
2009/10	\$ 279,556	-2%
2008/09	\$ 285,696	-6%
2007/08	<b>\$ 303,720</b>	7%
2006/07	\$ 284,364	

Proposed Admin Fees 2019-2024			
FY	Fee	% Change	\$ Change
2019/20	\$ 338,986	9.50%	\$ 29,410
2020/21	\$ 350,003	3.25%	\$ 11,017
2021/22	\$ 361,378	3.25%	\$ 11,375
2022/23	\$ 373,123	3.25%	\$ 11,745
2023/24	\$ 385,249	3.25%	\$ 12,126
2024/25	TBD	TBD	TBD
2025/26	TBD	TBD	TBD



**NCCSIF - Proposed Hours - TOTAL ALL HOURS**

<b>Category</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTAL</b>
<b>Consulting with Members</b>	46	45	49	56	55	130	52	50	47	54	52	47	<b>811</b>
Email/Correspondance	17	17	17	18	18	18	18	17	17	17	17	17	
Contract Review	5	5	7	8	7	9	5	7	6	7	6	6	
Certificate Requests	8	8	11	13	10	78	12	11	10	10	9	9	
General	16	15	14	17	20	25	17	15	14	20	20	15	
<b>Insurance Placement</b>	37	60	55	76	87	63	56	26	21	37	12	4	<b>638</b>
Members Applications/Updates	20	31	28	31	26	8	6	5	13	19	9	2	
Marketing Efforts	4	24	15	15	15	6	0	0	0	0	0	0	
Proposals, Binders & Policy distribution	4	0	4	15	36	32	40	18	4	14	0	0	
General (incld Stand Alone)	9	5	8	15	10	17	10	3	4	4	3	2	
<b>Meetings, Agendas, Agenda Prep</b>	<b>33</b>	<b>56</b>	<b>75</b>	<b>93</b>	<b>79</b>	<b>101</b>	<b>22</b>	<b>40</b>	<b>64</b>	<b>92</b>	<b>58</b>	<b>97</b>	<b>810</b>
BOD, EC, RMC, CC and PRMC Meetings	0	20	20	26	22	24	0	14	14	26	0	36	
Meetings Agenda Preparation	13	25	37	49	41	53	9	15	38	50	36	51	
Action Items from Meetings	14	11	14	18	16	20	13	7	12	16	16	18	
Ad Hoc Meetings	0	0	4	0	0	4	0	4	0	0	6	4	
<b>General Administration</b>	46	52	82	59	45	38	38	48	41	52	50	54	<b>617</b>
Annual Report	0	0	0	0	0	0	0	9	20	30	0	0	
CAJPA Accreditation	0	0	3	3	0	2	6	3	3	3	0	0	
Claims Reporting Manual	0	0	0	0	0	0	2	0	0	0	0	0	
Insurance Program Items	10	29	53	42	34	24	16	23	6	5	11	5	
Website/Alliant Connect	0	1	2	2	2	2	4	1	2	2	10	0	
General (Form 700, Budget, Survey, etc.)	36	22	24	12	9	10	10	12	10	12	29	49	
<b>TOTAL</b>	<b>162</b>	<b>213</b>	<b>261</b>	<b>284</b>	<b>266</b>	<b>332</b>	<b>168</b>	<b>164</b>	<b>173</b>	<b>235</b>	<b>172</b>	<b>202</b>	<b>2876</b>

PRMC
EC & CC
BOD & RMC
EC, CC & PRMC
BOD & RMC
PRMC
EC & CC
BOD & RMC
BOD

<b>Insurance Placement</b>	<b>638</b>
<b>LESS Insurance Placement</b>	<b>2,238</b>



# **BROKER, RISK MANAGEMENT AND PROGRAM ADMINISTRATION SERVICES AGREEMENT**

## **I. PARTIES**

The PARTIES to this AGREEMENT are **Northern California Cities Self Insurance Fund** (NCCSIF) and **Alliant Insurance Services, Inc.**, a Delaware Corporation, (PROGRAM ADMINISTRATOR). This AGREEMENT is effective from July 1, 2019<sup>4</sup> and shall remain in effect for five years through, and including, June 30, 2024<sup>19</sup>.

## **II. AGREEMENT**

In consideration of the payments and agreements specified in the AGREEMENT, PROGRAM ADMINISTRATOR shall perform SERVICES pursuant to Section IV, Scope of Service.

## **III. DEFINITIONS**

When used herein, when capitalized, whether in the singular or in the plural, the following terms shall have the following meanings:

- A. PROGRAM ADMINISTRATOR – Alliant Insurance Services, Inc.
- B. NCCSIF – Northern California Cities Self Insurance Fund, and its Members.
- C. AGREEMENT - This PROGRAM ADMINISTRATOR services agreement, including any written changes thereto, which were agreed upon by the PARTIES.
- D. COMPENSATION:
  - FEES – Remuneration paid by NCCSIF directly to PROGRAM ADMINISTRATOR for Services (does not include commission).
  - COMMISSION - Remuneration paid by NCCSIF’s insurance carriers (or excess programs) for services directly to PROGRAM ADMINISTRATOR.
- E. COMPANIES - The business entities other than the PROGRAM ADMINISTRATOR which make available services necessary to implement the PROGRAM.
- F. PARTY - NCCSIF or PROGRAM ADMINISTRATOR.

- G. PROGRAM – The lines of Insurance coverage placed on behalf of NCCSIF and SERVICE provided under the scope of this Agreement.
- H. SERVICE - Any and all obligations of PROGRAM ADMINISTRATOR to be performed pursuant to the AGREEMENT.
- I. KEY PERSONNEL –Those individuals on the Account Service Team, listed in **Addendum B**, responsible for the PROGRAM ADMINISTRATOR roles provided for under the SCOPE OF SERVICE.

#### IV. SCOPE OF SERVICE

- A. DESIGNATION OF BROKER AND BROKERAGE SERVICES. NCCSIF hereby engages and designates PROGRAM ADMINISTRATOR to act as NCCSIF’s insurance broker and perform all customary duties of an insurance broker for NCCSIF’s Programs including without limitation:
  - 1. Marketing the PROGRAMS to insurance carriers and/or excess Joint Powers Authorities;
    - a. Develop marketing specifications based upon an evaluation of NCCSIF’s loss exposure and which address such exposures;
    - b. Evaluate quotations as to the adequacy of coverage, appropriate retention levels, restrictions in coverage, the existence of warranties, concurrency of coverage, and suitability of forms;
    - c. Evaluate the financial status and service capabilities of insurers making quotations of coverage under the PROGRAMS, based upon available data. NCCSIF recognizes and agrees that PROGRAM ADMINISTRATOR is not responsible for any change in the financial condition of any insurance carrier or Joint Powers Authority after an insurance placement is made.
  - 2. Deliver binders and other evidences of insurance within ten (10) calendar days after the placement of any insurance under the PROGRAMS, to be effective until such times as the policy or policies for the placement are received by NCCSIF from the insurance carriers. Such binders shall be signed by an authorized agent or employee of the insurance carrier. The PROGRAM ADMINISTRATOR shall use best efforts to secure a correct policy or policies within ninety (90) days of placement of any insurance under the Programs. The PROGRAM ADMINISTRATOR shall not be responsible for the failure of Members of NCCSIF to make premium payments;
  - 3. Forward questions from NCCSIF and/or its Members to the insurance carriers

or excess Joint Powers Authorities;

4. Identify, review and comment on loss-control activities and recommendations of insurers or excess Joint Powers Authorities;
5. Issue Certificates of Insurance regarding the PROGRAMS;
6. In the event that any insurance is written for the PROGRAMS, unless NCCSIF gives the PROGRAM ADMINISTRATOR contrary instructions, the PROGRAM ADMINISTRATOR will implement the practice of notifying all excess insurance carriers whenever NCCSIF or one of its members has requested that notice of claim be given to the carriers;
7. Assist NCCSIF and, where applicable, NCCSIF's third party administrator in settlement issues with insurance carriers. However, it is understood and agreed that the PROGRAM ADMINISTRATOR is not providing claims management services under this Agreement;
8. Act upon request as a liaison for communications among or between all parties involved in the Programs including NCCSIF, its participating Members, insurance carriers and others;
9. Prepare written reports to NCCSIF to include:
  - a. Report as needed of pending rate, coverage or renewal problems including significant changes in the financial status of major insurers or reinsurers for the Programs;
  - b. At least thirty (30) days prior to the Programs anniversary(s), a written report stating anticipated renewal terms and conditions and other indications of market conditions, trends and anticipated changes;
  - c. A comprehensive summary report, within fifteen (15) days of purchasing coverage, outlining the coverage(s) purchased. Such report shall contain the following information:
    - 1) Summary of insurance and their terms and conditions, and
    - 2) Summary of financial conditions of insurers providing coverage;

**B. PROGRAM ADMINISTRATION SERVICES.** PROGRAM ADMINISTRATOR agrees to provide the following services to the satisfaction of the Board of Directors of NCCSIF:

1. Act as “key” contact for the NCCSIF coverage programs including Liability,

Workers' Compensation and Property Programs.

2. Handle clerical and correspondence duties of the Joint Powers Authority.
3. Work with the NCCSIF committees and coordinate NCCSIF program administration.
4. Meet with cities as requested and necessary.
5. Maintain ~~the~~ Program Policies and Procedures ~~manual~~ [on website](#).
6. Develop, issue and maintain Certificates of Coverage for the NCCSIF Memorandums of Coverage on behalf of the members of NCCSIF.
7. Issue, modify as directed and maintain Memorandums of Coverage forms for the shared risk layer of PROGRAMS.
8. Prepare NCCSIF agendas and other general administrative functions.
9. Meet with the Board of Directors and the committees on a scheduled basis.
- ~~10. Prepare the annual budget and the Risk Management annual budget as directed by the Executive Committee.~~
- ~~11.~~[10.](#) Prepare the annual budget.
- ~~12.~~[11.](#) Act as a central clearinghouse for dissemination of information on risk management issues and NCCSIF programs.
- ~~13.~~[12.](#) Assist Members in matters of proper Liability insurance coverage requirements of contractors.
- ~~14.~~[13.](#) Assist as may be required with financial audits, claims audits or actuarial studies conducted by NCCSIF's retained auditors and actuaries.
- ~~15.~~[14.](#) Monitor loss runs of NCCSIF programs and Members.
- ~~16.~~[15.](#) Coordinate matters of safety/loss control programming and assist in the development of loss prevention material.
- ~~17. Provide an annual report of the time spent on each of the Programs.~~
- ~~18.~~[16.](#) Maintain on behalf of NCCSIF; loss reports, insurance policies, certificates of insurance, JPA vendor contracts, claims audits, actuarial studies, financial audits, statistical studies, deposit premium calculations, and other pertinent materials in accordance with standard insurance record retention practices and with the NCCSIF approved Policy and Procedure on Records Retention. Beginning in 2010 old records will be converted to a digitized record format

and current records will be maintained in a digital format.

~~19.~~17. Maintain a suitable backup and recovery system for data and develop and implement processes for the protection of electronic data, including a written policy with respect to:

- a. Disaster recovery
- b. Physical and electronic data security
- c. Electronic data retention

~~20.~~18. On a six-month basis provide a service calendar reporting on the services rendered for the period and a projection of work to be accomplished during the next six months.

~~21.~~19. Update and maintain the NCCSIF website and other PROGRAM documentation.

~~22.~~20. Prepare an Annual Report to be distributed at the December Board of Directors meeting.

## V. COMPENSATION

With respect to the categories of risk and insurance identified in **Addendum A** and the SERVICES specified in Section IV. SCOPE OF SERVICE, PROGRAM ADMINISTRATOR shall receive compensation as follows:

A. Total FEE for Workers' Compensation and Liability shall be as follows:

<u>YR.</u>	<u>LIABILITY</u>	<u>WORKERS' COMP</u>	<u>TOTAL</u>
1 <sup>st</sup> :	\$ 184,902	\$ 154,084	\$ 338,986
2 <sup>nd</sup> :	\$190,911	\$159,092	\$350,003
3 <sup>rd</sup> :	\$197,116	\$164,262	\$361,378
4 <sup>th</sup> :	\$203,522	\$169,601	\$373,123
5 <sup>th</sup> :	\$210,136	\$175,113	\$385,249

B. New Members will be added at equivalent rates in effect at the time of joining.

C. Fees shall be paid in ~~twelve~~four (~~12~~4) equal ~~monthly~~quarterly installments, due July 1, October 1, January 1, and April 1.

D. COMMISSIONS on insurance coverage placed for NCCSIF PROGRAMS, as

well as other lines of insurance placed on behalf of NCCSIF and its Members, at customary commission rates. Coverage ~~may include~~: Property, Excess Workers' Compensation, crime, auto physical damage, mobile equipment, [airport liability](#), [flood](#), [earthquake](#), and other miscellaneous lines.

**E. Disclosures.**

1. **Commissions.** During this Agreement, PROGRAM ADMINISTRATOR shall annually disclose, in writing, any COMMISSIONS received by PROGRAM ADMINISTRATOR in connection with any insurance placed on behalf of NCCSIF or its Members.

2. **Exclusions.** Commissions for Special Events, Notary Bonds and Vendor/Contractor Liability Programs are not included in the Annual FEE or COMPENSATION, as coverage is provided to Third Party Individuals.

3. **Transparency.** During the time of this Agreement, PROGRAM ADMINISTRATOR will annually disclose any Commissions received by PROGRAM ADMINISTRATOR or any affiliated Company in connection with any Insurance Placements on behalf of NCCSIF under the Alliant's "Transparency and Disclosure" Policy, a copy of which is made available upon request. Pursuant to its Policy, Alliant will conduct business in conformance with all applicable Insurance Regulations and in advancement of the best interests of NCCSIF. In addition, Alliant's Conflict of Interest Policy precludes it from accepting any form of Broker incentives that would result in business being placed with carriers in conflict with the interests of Alliant and/or NCCSIF.

4. **Other Alliant Services.** In addition to the Compensation that PROGRAM ADMINISTRATOR receives, its related entity, Alliant Specialty Insurance Services ("ASIS") and its Underwriting operations, Alliant Underwriting Services ("AUS") may receive Compensation from Pool Administration and/or a carrier involved in underwriting services. The financial impact of the Compensation received by AUS and/or ASIS is a cost included in the premium. Compensation received by AUS and/or ASIS will be disclosed in writing to NCCSIF and is Agreed to by NCCSIF as part of the Premium. NCCSIF further acknowledges that PROGRAM ADMINISTRATOR and ASIS maintain an arm's length relationship. NCCSIF understands that while PROGRAM ADMINISTRATOR represents NCCSIF as an Individual Entity, AUS and/or ASIS independently administers its Program as a whole, and not on behalf of any particular Member.

Additionally, the related entities of Alliant Business Services (ABS) ~~and/or Strategic HR~~ may receive Compensation from PROGRAM ADMINISTRATOR and/or a carrier for providing designated, value-added services. Services contracted by NCCSIF directly will be invoiced accordingly.



## VI. TAXES AND FEES AND USE OF INTERMEDIARIES

- A. **Surplus Lines Fees and Taxes.** In certain cases, placement made by PROGRAM ADMINISTRATOR on behalf of NCCSIF, with approval of NCCSIF, may require the payment of surplus lines assessments, taxes and/or fees to state regulators, boards or associations. Such assessments, taxes and/or fees will be charged to NCCSIF and identified separately on invoices covering these placements. PROGRAM ADMINISTRATOR shall not be responsible for the payment of any such fees, taxes or assessments, except to the extent such taxes or fees have been collected from NCCSIF.
- B. **Intermediaries.** PROGRAM ADMINISTRATOR may determine from time to time that it is necessary or appropriate to utilize the services of intermediaries (such as surplus lines brokers, underwriting managers, London market brokers, and reinsurance brokers) to assist in marketing the PROGRAM. These intermediaries may be affiliates of PROGRAM ADMINISTRATOR or may be unrelated intermediaries. Compensation of such intermediaries will be paid by the insurance company out of paid insurance premiums. Where a placement through such an intermediary will result in compensation to a PROGRAM ADMINISTRATOR affiliate, PROGRAM ADMINISTRATOR will fully disclose in writing to NCCSIF its relationship to the affiliate and the reason that placement of coverage through that intermediary is in the best interest of NCCSIF.
- C. **Indirect Income.** Indirect Income includes such items as insurance carrier contingency arrangements. PROGRAM ADMINISTRATOR will not accept these compensation incentives from insurers, including contingent commissions, market service agreements (MSA), volume-based commission incentives and rebates on business placed on behalf of NCCSIF within the SCOPE OF SERVICE of this AGREEMENT.

## VII. KEY PERSONNEL

PROGRAM ADMINISTRATOR agrees KEY PERSONNEL will be responsible for performance of the designated functions for NCCSIF as delineated in **Addendum B**. Should such personnel become unavailable to perform SERVICES for NCCSIF, PROGRAM ADMINISTRATOR agrees to replace, as soon as practical, such personnel with personnel of comparable skills and experience as determined by NCCSIF's evaluation and subject to NCCSIF's right of refusal for any reason.

## VIII. TERM

The term of the AGREEMENT shall be effective from July 1, 2019 to June 30, 2019~~2024~~, unless cancelled pursuant to Section X Termination of Agreement. NCCSIF shall have an

option to extend the AGREEMENT for two additional one-year periods, exercisable by NCCSIF by notifying PROGRAM ADMINISTRATOR of such extension and obtaining acceptance by PROGRAM ADMINISTRATOR at least three months prior to the anniversary date. The AGREEMENT shall have an anniversary date each July 1, for the purpose of reviewing compensation and optional extensions. This AGREEMENT supersedes and replaces all previous AGREEMENTS or Contracts.

#### **IX. NONASSIGNABLE**

This AGREEMENT is binding upon the parties hereto and their respective successors by merger, sale, consolidation or reorganization. The AGREEMENT is otherwise personal to the PARTIES and cannot be assigned or delegated without prior written consent of the other PARTY.

#### **X. TERMINATION OF AGREEMENT**

The AGREEMENT may be cancelled by either PARTY any time upon 90 days advance written notice delivered or mailed to the other PARTY. In the event of cancellation, PROGRAM ADMINISTRATOR will assist NCCSIF in arranging a smooth transition to another COMPANY, including, but not limited to providing NCCSIF copies of requested products, files, records, computations, quotations studies and other data, prepared or obtained in connection with this AGREEMENT, in a mutually-agreed format, which shall become the permanent property of NCCSIF.

Should this agreement be terminated pursuant to this section prior to the end of this AGREEMENT's term, the PROGRAM ADMINISTRATOR shall be entitled to retain as earned compensation for its SERVICES a prorated portion of the fees paid by NCCSIF for each member in certain NCCSIF programs as follows: if termination is effective in the first quarter of the program year, 50% of such fees; if in the second quarter of the program year, 67.7%; if in the third quarter of the program year, 83.3%; and if in the fourth quarter of the program year 100%. These percentages apply only to the per-member fees. Fees and commissions charged by the PROGRAM ADMINISTRATOR for all other compensation shall be considered fully earned upon termination of the agreement.

In the event of termination, PROGRAM ADMINISTRATOR shall give to NCCSIF copies of all products, files, records, computations, quotations, studies and other data prepared or obtained in connection with this contract, which shall become the permanent property of NCCSIF.

#### **XI. ENTIRE AGREEMENT MODIFICATION**

This AGREEMENT constitutes the entire understanding of the PARTIES hereto. PROGRAM ADMINISTRATOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both PARTIES. PROGRAM ADMINISTRATOR specifically acknowledges that in entering into and executing this AGREEMENT, PROGRAM ADMINISTRATOR

relies solely upon the provisions contained in this AGREEMENT and no others.

## **XII. SEVERABILITY**

If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## **XIII. APPLICABLE LAW**

This AGREEMENT has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this AGREEMENT shall be determined and governed by the laws of the State of California.

## **XIV. HOLD HARMLESS**

- A. In the event that POOL ADMINISTRATOR, its Agents, Employees, Representatives, or Assigns, negligently or intentionally violate any Law or Regulation, any Provision of the Agreement, or any written Rule, Regulation, Policy, Procedure or similar instruction under the Program, POOL ADMINISTRATOR shall Indemnify, Defend, and Hold NCCSIF harmless from and against all Loss and Damage, including any reasonable Costs or Expenses (including Attorney's Fees), incurred by NCCSIF in connection with such conduct.
- B. In the event that NCCSIF, its Agents, Employees, Representatives, or Assigns, negligently or intentionally violate any Law or Regulation, or any Provision of the Agreement, NCCSIF shall Indemnify, Defend, and Hold POOL ADMINISTRATOR harmless from and against all Loss and Damage, including any reasonable Costs or Expenses (including Attorney's Fees), incurred by POOL ADMINISTRATOR in connection with such conduct.

The above obligations shall survive the termination of this Agreement.

## **XV. INSURANCE REQUIREMENTS**

During the term of this Agreement, Broker shall maintain the following insurance coverage and limits or the equivalent self-insurance coverage:

- A. Professional Liability insurance with minimum limits of \$15 million per claim providing coverage for any errors and omissions which the Broker or its agents may make resulting in financial loss to NCCSIF;
- B. Commercial General and Automobile Liability insurance with limits of at least \$2 million combined single limit per occurrence and aggregate for bodily injury and property damage. The policies are to contain, or be endorsed to contain the

following provisions:

1. NCCSIF, its trustees, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the work or operations performed by the PROGRAM ADMINISTRATOR or on behalf of the PROGRAM ADMINISTRATOR, or arising from operation of “any auto,” whether owned leased, hired or borrowed by the PROGRAM ADMINISTRATOR.

2. For any covered claims related to this Agreement, the PROGRAM ADMINISTRATOR’s insurance coverage shall be primary insurance as respects Client, its trustees, officers, employees, or volunteers. Any insurance or self-insurance maintained by NCCSIF or any of its members shall be excess to the PROGRAM ADMINISTRATOR’s insurance and shall not contribute with it.

- a. Workers’ Compensation coverage in compliance with the laws of the State of California, and Employers’ Liability insurance in the amount of \$1 million per accident or aggregate.
- b. Commercial Umbrella of at least \$4 million aggregate coverage over General Liability and Auto primary coverages.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or non-renewed by PROGRAM ADMINISTRATOR, except with thirty (30) days prior written notice by certified mail, return receipt requested, given to NCCSIF.

All insurance carriers providing the coverages required by this section shall have a financial rating of at least an “A” published A.M. Best, or the published reports of an equivalent financial rating firm will be used to confirm the insurance carriers’ rating, unless the PROGRAM ADMINISTRATOR has obtained the NCCSIF’s written acknowledgment that an insurance carrier with a lower financial rating is permitted.

PROGRAM ADMINISTRATOR shall also provide to NCCSIF certificates of insurance and copies of applicable endorsements evidencing the above coverages and limits, and will maintain these coverages during the term of this AGREEMENT.

The failure of the PROGRAM ADMINISTRATOR to procure and maintain the required insurance does not negate the PROGRAM ADMINISTRATOR’s obligation under this AGREEMENT to do so.

## **XVI. DISPUTE RESOLUTION**

Any dispute arising under the terms of this AGREEMENT which is not resolved within a reasonable period of time by authorized representatives of the PROGRAM ADMINISTRATOR and the NCCSIF shall be brought to the attention of the Chief Executive Officer (or designated representative) of the PROGRAM ADMINISTRATOR and the Chair (or designee) of the NCCSIF for joint resolution. At the request of either PARTY, the NCCSIF shall provide a forum for discussion of the disputed item(s). If resolution of the dispute through these means is pursued without success, such dispute shall be submitted to final and binding arbitration upon the mutual agreement of both of the parties. Such arbitration shall be conducted under the auspices of, and in accordance with the procedures and rules of the California Code of Civil Procedure. Any hearings held in the course of any such arbitration shall be held in the County of Sacramento, California unless the parties mutually agree in writing to another location.

Despite an unresolved dispute, the PROGRAM ADMINISTRATOR shall continue without delay to perform its responsibilities under this AGREEMENT. The PROGRAM ADMINISTRATOR shall keep accurate records of its SERVICES in order to document the extent of its SERVICES under this AGREEMENT.

## **XVII. WAIVER**

No Provision of this AGREEMENT shall be considered Waived, unless such Waiver is in writing and signed by the Party that benefit from the Enforcement of such Provision. No Waiver of any Provision in this AGREEMENT, however, shall be deemed a Waiver of a subsequent Breach of such Provision or a Waiver of a similar Provision. In addition, a Waiver of any Breach or a Failure to Enforce any Term or Condition of this AGREEMENT shall not in any way Affect, Limit, or Waive a Party's Right under this AGREEMENT at any time to Enforce strict Compliance thereafter with every Term and Condition of this AGREEMENT.

## **XVIII. COPYRIGHT**

Any reports, documents or other materials produced in whole or in part under this AGREEMENT shall be the property of NCCSIF and none shall be subject to an application for copyright by or on behalf of PROGRAM ADMINISTRATOR.

## **XIX. CONFIDENTIAL INFORMATION**

No reports, information, documents, any other materials given to or prepared by PROGRAM ADMINISTRATOR under this AGREEMENT which NCCSIF deems confidential and requests in writing to be kept confidential, shall NOT be made available by PROGRAM ADMINISTRATOR to any individual or organization without prior written

approval by NCCSIF. Notwithstanding the foregoing, however, the provisions of the proceeding sentence shall not apply where:

- A. PROGRAM ADMINISTRATOR is required by law, regulation or pursuant to any subpoena to disclose such information.
- B. The disclosure of such information is, in the good faith discretion of PROGRAM ADMINISTRATOR, necessary or appropriate to any civil litigation or arbitration commenced against the NCCSIF by PROGRAM ADMINISTRATOR; or the defense of PROGRAM ADMINISTRATOR or its officers, directors, employees, agents, attorneys-in-fact, attorneys-at-law, predecessors-in-interest or successors-in-interest in any pending or threatened civil litigation or arbitration prosecuted against PROGRAM ADMINISTRATOR by the NCCSIF, or to any civil litigation commenced against either the NCCSIF or PROGRAM ADMINISTRATOR by any third party.
- C. The disclosure of such information is, in the good faith discretion of PROGRAM ADMINISTRATOR, necessary and appropriate to the discharge of PROGRAM ADMINISTRATOR of its duties pursuant to this AGREEMENT including, without limitation, the provision of customary underwriting information to insurers.
- D. Such information, without any act by PROGRAM ADMINISTRATOR, is available to the public.
- E. Such information is rightfully acquired by PROGRAM ADMINISTRATOR from any third party.

## **XX. ETHICS AND CONFLICT OF INTEREST STATEMENT**

The PROGRAM ADMINISTRATOR understands and agrees that NCCSIF desires to compare the cost of obtaining services or insurance products from PROGRAM ADMINISTRATOR against other viable and competitive options and expects that the PROGRAM ADMINISTRATOR will make its compensation agreements and revenue streams known to NCCSIF, so as to provide NCCSIF with a clear accounting of the costs of the placement of insurance services and products. The PROGRAM ADMINISTRATOR shall conduct its business so as to fulfill all legal and ethical requirements and standards of the industry and the State of California, and shall place the best interests of NCCSIF ahead of any other concerns in the placement of insurance services and products. To this end, PROGRAM ADMINISTRATOR:

- A. Warrants that it will adhere to its ethical obligations to NCCSIF to deliver honest, competitive, and meaningful Service and advice on the placement of any Insurance Products, Services, or Coverage, and to provide access to an open, fair, and competitive insurance marketplace;

- B. Shall exercise Due Diligence in making a full and complete Disclosure of all Quotes and Declinations from all Markets contacted for each specific Line of Coverage, including the date and time of Contact and the Name, Address, Phone Number and, to the extent available, Email Address of the individual Contact for each Market;
- C. Shall make every good faith attempt to avoid even the Appearance of a Conflict of Interest between the PROGRAM ADMINISTRATOR, NCCSIF, and any Provider of any Insurance Product or Service, and will promptly Notify NCCSIF of any real or potential Conflict of Interest;
- D. Agrees to include a copy of PROGRAM ADMINISTRATOR's own Ethics Statement or Code, or PROGRAM ADMINISTRATOR's Compliance Statement available on the PROGRAM ADMINISTRATOR's Website; and,
- E. Shall request that all Insurance Carriers show any Commission Rates on their Insurance Policies and will otherwise ensure those Rates are known to NCCSIF.
- F. Acknowledges the Mutual Trust and Confidence by both Parties, and that all Actions of the PROGRAM ADMINISTRATOR shall be for the specific benefit of the NCCSIF and their Programs as a whole.

## **XXI. OBLIGATIONS OF NCCSIF**

NCCSIF will reasonably cooperate with the PROGRAM ADMINISTRATOR in the performance of the PROGRAM ADMINISTRATOR's brokerage, risk management and program administration duties by providing the PROGRAM ADMINISTRATOR where available reasonably complete and accurate information as to NCCSIF's loss experience risk exposures and any other pertinent information that the PROGRAM ADMINISTRATOR requests. NCCSIF shall promptly review coverage documents concerning the Programs delivered by the PROGRAM ADMINISTRATOR for consistency with NCCSIF's specifications. NCCSIF shall designate one or more officers or committees of NCCSIF to receive and provide significant intervening substantive review, and independently evaluate any and all recommendations or proposals made to NCCSIF by the PROGRAM ADMINISTRATOR which are significant, substantive in nature and under which any benefit shall accrue to the PROGRAM ADMINISTRATOR or the PROGRAM ADMINISTRATOR's affiliates a Material Financial Impact, under the terms of this AGREEMENT. Such committees shall then provide their own recommendations concerning such matters to the Board of Directors of NCCSIF, having ultimate decision making authority on such matters.

## **XXII. RELATIONSHIP OF THE PARTIES**

At all times and for all purposes, the Relationship between the Parties is intended to be that of Independent Contractors and there is no intent to create a Joint Venture Relationship, and any Person representing PROGRAM ADMINISTRATOR, shall be an Independent Contractor to NCCSIF, and the Agreement shall not in any way be construed as a Contract of Employment between NCCSIF and PROGRAM ADMINISTRATOR's Agents. In addition, the Parties Agree that, except as otherwise provided herein, NCCSIF shall not be obligated for any expense incurred by PROGRAM ADMINISTRATOR in rendering Services, or by engaging in any other transaction or conduct arising out of this Agreement.

## **XXIII. OWNERSHIP OF BOOKS AND RECORDS**

The Parties shall each maintain normal business records related to all business generated under this Agreement. Upon reasonable request, and subject to the Confidentiality Provisions set forth herein, the Parties may each obtain from the other copies of all Policyholder Documents, including but not limited to Policies, Binders, Certificates, Endorsements, Underwriting Data, Loss Data, and other Statistical information in the other's possession, custody, or control with respect to all business generated under this Agreement.

## **XXIV. NON-SOLICITATION**

PROGRAM ADMINISTRATOR agrees that, during the Term of this Agreement, PROGRAM ADMINISTRATOR's personnel shall not purposely solicit NCCSIF Members from Programs or Lines of Coverage, on which they work or have worked. NCCSIF understands and agrees that PROGRAM ADMINISTRATOR has offices, staff, clients, and prospects nationwide, and nothing in this paragraph shall restrict it from responding to any Request for Proposal with notice to NCCSIF, or from otherwise providing Services or Products when asked by a NCCSIF Member after receiving permission from NCCSIF. In addition, this paragraph shall not prohibit PROGRAM ADMINISTRATOR from engaging in general advertising, or marketing campaigns. Nothing in this paragraph shall be applied in a manner that violates any State or Federal Law or Regulation.

## **XXV. DISASTER RECOVERY; CONTINUITY**

PROGRAM ADMINISTRATOR agrees that it has a Disaster Recovery Plan in place that is intended to secure, and if necessary, restore information, physical and electronic data, affected by a Security Breach, Force Majeure or Natural Disaster. In addition,



PROGRAM ADMINISTRATOR will make commercially reasonable efforts to ensure that, at all times, it has a sufficient number of Trained Personnel on hand to meet its Obligations under this Agreement, including in the Event of a Force Majeure, Natural Disaster, or Pandemic.

**XXVI. COST AND ATTORNEY FEES**

The prevailing party in any action brought to enforce the terms of this AGREEMENT or arising out of this AGREEMENT may recover its reasonable costs and attorney’s fees incurred in connection with such action from the other party to such action.

**XXVII. GENERAL**

A. **ASSIGNMENT.** Neither PARTY shall assign this AGREEMENT in whole or in part without the prior written consent of the other PARTY.

**NOTICES.** All notices hereunder shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To NCCSIF:

President, Board of Directors  
Northern California Cities Self Insurance Fund  
AT THE OFFICE ADDRESS OF CURRENT  
PRESIDENT

To PROGRAM ADMINISTRATOR:

Alliant Insurance Services, Inc.  
~~1792 Tribute Road, Suite 450~~ [2180 Harvard Street, Suite 460](#)  
Sacramento, CA 95815  
Attn: Marcus Beverly

**XXVIII. PERFORMANCE MEASURES**

The PROGRAM ADMINISTRATOR agrees to be evaluated by performance measures as developed with the Executive Committee.

IN WITNESS WHEREOF, NCCSIF and PROGRAM ADMINISTRATOR have hereby executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_ ~~2014~~2019.

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND

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

ALLIANT INSURANCE SERVICES, INC.

By: \_\_\_\_\_  
Michael Simmons,  
Vice Chairman – Public Entity

~~Reviewed and Approved by NCCSIF Board Counsel~~

By: \_\_\_\_\_  
~~Byrne Conley~~

~~Date: March 31, 2014~~

## ADDENDUM A

### Programs and Coverages

PROGRAM ADMINISTRATOR agrees to provide SERVICES to the following PROGRAMS of NCCSIF:

1. Workers' Compensation Program;
2. Liability Program; and
3. Other lines of coverage and excess insurance purchased by NCCSIF and Member Cities.

It is understood and agreed that NCCSIF may obtain additional services from PROGRAM ADMINISTRATOR for additional PROGRAMS. NCCSIF and PROGRAM ADMINISTRATOR shall agree in writing to the Scope of Services and compensation in advance of PROGRAM ADMINISTRATOR's performance of additional SERVICES.

## ADDENDUM B

### Account Service Team

Vice Chairman – PE

Mike Simmons\*

Vice President

Marcus Beverly\*

Account Manager ~~Consultant~~

Raychelle Maranan ~~Marilyn Kelley~~

Claims Specialist

Diana Walizada, Bob Frey

~~Account Manager~~

~~Johnny Yang~~

\* Denotes KEY Personnel



**Agenda Item E.3.**

**AMENDMENT TO YORK RISK SERVICES' CONTRACTS**

**ACTION ITEM**

**ISSUE:** The CAJPA Accreditation Standards require that contracts with service providers contain a conflict of interest provision. NCCSIF's recent accreditation audit contained a requirement to add additional language to the current York contracts to clarify who has the duty to disclose conflicts:

*The contracts with York require a claims administrator to disclose conflicts of interest and complete a Form 700, claims administrator is not defined and York Risk Services is defined as "York", not the claims administrator. The duty to disclose must be clearly that of York.*

The Program Administrators have prepared the attached amendments to both the Workers' Compensation and Liability claims administration agreements to satisfy the CAJPA requirement.

**RECOMMENDATION:** Review and approve the amendments to York's current contract as presented or revised.

**FISCAL IMPACT:** None.

**BACKGROUND:** NCCSIF has maintained CAJPA Accreditation since 1993 and is re-accredited every three years.

**ATTACHMENT(S):**

1. Proposed Revision Red-Line version of NCCSIF Liability Claims Administration Agreement dated July 2013, First Amendment for term 2016-2019 - *Handout*
2. Proposed Revision Red-Line version of NCCSIF Workers' Compensation Claims Administration Agreement dated July 2010, Second Amendment for term 2016-2019 - *Handout*



BACK TO AGENDA

Northern California Cities Self Insurance Fund  
Executive Committee Special Meeting  
November 19, 2018

**Agenda Item E.4.**

## **ROUND TABLE DISCUSSION**

### **INFORMATION ITEM**

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

**RECOMMENDATION:** None.

**FISCAL IMPACT:** None.

**BACKGROUND:** This item is added to each agenda for any topics or ideas that members would like to discuss.

**ATTACHMENT(S):** None.



## INFORMATION ITEMS

**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 2019 Meeting Calendar
3. NCCSIF Travel Mileage Reimbursement Form

## NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND

### 2018 Organizational Chart

Updated as of 10/29/18

MEMBER ENTITY	BOARD OF DIRECTORS	BOARD ALTERNATES	RISK MANAGEMENT COMMITTEE	POLICE RISK MANAGEMENT COMMITTEE
City of ANDERSON	<b>EC / CC</b> Liz Cottrell	Jeff Kiser	Liz Cottrell	Chief Michael Johnson
City of AUBURN	Cristina Shafer	<i>Vacant</i>	Shari Harris	Interim Chief Victor Pecoraro
City of COLUSA	Toni Benson	<i>Vacant</i>	Toni Benson	Chief Josh Fitch
City of CORNING	<b>EC</b> 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 Jeff Scott
City of FOLSOM	Jim Francis	Kristine Haile	Kristine Haile	<i>Vacant</i>
City of GALT	Cora Hall	Eugene Palazzo	Cora Hall	Chief Tod Sockman
City of GRIDLEY	<b>EC</b> Juan Solis	Elisa Arteaga	Juan Solis	Chief Dean Price
City of IONE	Jon Hanken	Lori McGraw	Jon Hanken	Chief Tracy Busby
City of JACKSON	Yvonne Kimball	Dalacie Blankenship	Yvonne Kimball	Chief Scott Morrison
City of LINCOLN	<i>Vacant</i>	Ruthann Codina	<i>Vacant</i>	Chief Doug Lee
City of MARYSVILLE	Joyce Starosciak	Jennifer Styczynski	Joyce Starosciak	Chief Chris Sachs
City of NEVADA CITY	Loree' McCay	Catrina Olson	Loree' McCay	<i>Vacant</i>
City of OROVILLE	<b>VP / EC / CC</b> Liz Ehrenstrom (Vice-Chair)	<i>Vacant</i>	Liz Ehrenstrom (Chair)	Lt. Chris Nicodemus
Town of PARADISE	<b>S / EC / CC</b> CJPRMA Rep Gina Will	Crystal Peters	Crystal Peters	Chief Eric Reinbold
City of PLACERVILLE	<b>P / EC / CC</b> Dave Warren (Chair)	Cleve Morris	Dave Warren	Chief James Ortega
City of RED BLUFF	<b>EC</b> Sandy Ryan	Anita Rice	Sandy Ryan	Chief Kyle Sanders (Vice-Chair)
City of RIO VISTA	<i>Vacant</i>	Robert Hickey	<i>Vacant</i>	Chief Dan Dailey
City of ROCKLIN	Kimberly Sarkovich	Andrew Schiltz, CPA	Kimberly Sarkovich	Chief Chad Butler
City of WILLOWS	<b>T / EC / CC</b> Tim Sailsbery, CPA	<i>Vacant</i>	Wayne Peabody	N/A
City of YUBA CITY	Natalie Springer	Robin Bertagna, CPA	Sheleen Loza	Chief Robert Landon

OFFICERS		
		Term of Office
<b>President (P)</b>	Dave Warren	1/1/2017 - 12/31/2018
<b>Vice President (VP)</b>	Liz Ehrenstrom	1/1/2018 - 12/31/2019
<b>Treasurer (T)</b>	Tim Sailsbery	1/1/2018 - 12/31/2018
<b>Secretary (S)</b>	Gina Will	9/27/2018 - 12/31/2020
<b>CJPRMA Board Representative</b>		

**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.

PROGRAM ADMINISTRATORS (Alliant Insurance Services)
Marcus Beverly
Michael Simmons
Raychelle Maranan

CLAIMS ADMINISTRATORS (York Risk Services)
Dorienne Zumwalt
Cameron Dewey (Liability)
Steven Scott (Workers' Comp)

RISK CONTROL CONSULTANTS (Bickmore)
Gail Zeigler
Tom Kline
Enriqueta (Henri) Castro

ADVISORS
Byrne Conley (Board Counsel)
James Marta, CPA (Accounting)



**2019 MEETING CALENDAR**

Thursday, February 21, 2019 ..... **Police Risk Management Committee** at 10:00 a.m.

Thursday, March 14, 2019 ..... *Executive Committee* at 10:00 a.m.  
**Claims Committee** at 11:30 a.m.

Thursday, April 25, 2019 ..... **Risk Management Committee** at 10:00 a.m.  
**Board of Directors** at 12 noon

Thursday, May 16, 2019..... **Claims Committee** at 10:00 a.m.  
*Executive Committee* at 11:30 a.m.

Thursday, June 13, 2019..... **Board of Directors** at 10:00 a.m.

Thursday, August 1, 2019 ..... **Police Risk Management Committee** at 10:00 a.m.

Thursday, September 26, 2019..... **Claims Committee** at 10:00 a.m.  
*Executive Committee* at 11:30 a.m.

Thursday, October 24, 2019..... **Risk Management Committee** at 9:30 a.m.  
**40<sup>th</sup> Anniversary Luncheon** at 11:00 a.m.  
**Board of Directors** at 1:30 p.m.

Thursday, November 7, 2019 ..... **Police Risk Management Committee** at 10:00 a.m.

Thursday, January 16, 2020 ..... Long-Range Planning and **Board of Directors** at 10:00 a.m.

Meeting Location: TBD

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

## Travel Reimbursement Expense Form

Member Representative: \_\_\_\_\_

Entity: \_\_\_\_\_

Payee Address: \_\_\_\_\_

Meeting or Committee: \_\_\_\_\_

Date of Meeting: \_\_\_\_\_

Location of Meeting: \_\_\_\_\_

Total Mileage: \_\_\_\_\_

Payment Made to: 


 \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_