



President
Mr. Dave Warren
City of Placerville

Vice President
Ms. Liz Ehrenstrom
City of Oroville

Treasurer
Mr. Tim Sailsbery
City of Willows

Secretary
Ms. Corey Shaver
City of Nevada City

NCCSIF EXECUTIVE COMMITTEE MEETING AGENDA

Date: Thursday, May 18, 2017
Time: 11:00 a.m.

Location: Rocklin Community Center - Garden Room
2650 Sunset Blvd.
Rocklin, CA 95677
(916) 625-5200

A – Action
I – Information

1 – Attached
2 – Hand Out
3 – Separate Cover
4 – Verbal
5 – Previously Mailed

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. 4 **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. 5 1. Executive Committee Meeting Minutes - March 23, 2017

pg. 15 2. Check Register from March 1, 2017 to April 30, 2017

3. Investment Reports

pg. 16 a. Chandler Asset Management Short/Long Term - March 2017 to April 2017

pg. 32 b. Local Agency Investment Fund (LAIF) Report as of March 31, 2017

pg. 33 c. Treasurer's Report as of March 31, 2017



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pg. 35	E. CLOSED SESSION TO DISCUSS PENDING CLAIMS (Per Governmental Code Section 54956.95) *REQUESTING AUTHORITY	A	2
	<u>Liability</u> Coryell vs. City of Oroville*		
	F. REPORT FROM CLOSED SESSION <i>The Committee will announce any reportable action taken in closed session</i>	I	4
	G. ADMINISTRATION REPORTS	I	
	1. President's Report <i>Dave Warren will address the Committee on items pertaining to NCCSIF.</i>		4
	2. Program Administrator's Report <i>Alliant will address the Committee on items pertaining to NCCSIF.</i>		4
	H. JPA BUSINESS		
pg. 36	1. Accounting and Financial Services Agreement <i>The Committee will review and may recommend the proposed Agreement with James Marta and Company for Accounting and Financial Services.</i>	A	1
pg. 47	2. Approval of NCCSIF Defense Attorney List for Workers' Compensation <i>The Committee will be asked to approve revising the NCCSIF WC Defense Attorney List to include Ohnmar M. Shin, Serineh Karapetian, Medy F. Beauchane, and Oscar L. Haro from Mullen & Filippi Law Firm; and removal of Isaac Escobedo from Mullen & Filippi Law Firm as recommended by York Risk Services Group.</i>	A	1
pg. 54	3. Modifications to CJPRMA Memorandum of Coverage (MOC) <i>The Committee to review the modifications to CJPRMA MOC as the NCCSIF MOC would follow the form.</i>	I	1
pg. 97	4. Meeting Schedule and Topic Discussion <i>Discuss WC Claim TPA Special Meeting and Long Range Planning date and topics.</i>	I	1
pg. 98	5. Preliminary FY 17 /18 NCCSIF Administration Budget <i>The Committee will review and may recommend the FY 17/18 Administration budget.</i>	I	1



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pg. 102	6. Round Table Discussion	I	4
	<i>The floor will be open to Executive Committee members for any topics or ideas that members would like to address.</i>		

pg. 103	I. INFORMATION ITEMS	I	1
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pg. 104	1. Glossary of Terms
pg. 113	2. NCCSIF Organizational Chart
pg. 114	3. NCCSIF 2017 Meeting Calendar
pg. 115	4. NCCSIF Vendor Services Matrix
pg. 124	5. NCCSIF Resource Contact Guide
pg. 126	6. NCCSIF Travel Reimbursement Form

J. ADJOURNMENT

UPCOMING MEETINGS

Risk Management Committee Meeting - June 15, 2017

Board of Directors Meeting - June 15, 2017

Police Risk Management Committee Meeting - August 3, 2017

Claims Committee Meeting - September 21, 2017

Executive Committee Meeting - September 21, 2017

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. 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 Meeting
May 18, 2017**

Agenda Item D.

CONSENT CALENDAR

ACTION ITEM

ISSUE: Items on the Consent Calendar should be reviewed by the Executive Committee and, if there is any item requiring clarification or amendment, such item(s) should be pulled from the agenda for separate discussion.

RECOMMENDATION: The Program Administrator recommends adoption of the Consent Calendar after review by the Executive Committee. *Items pulled from the Consent Calendar by a member will be placed back on the agenda in order determined by the President.*

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 23, 2017
2. Check Register from March 1, 2017 to April 30, 2017
3. Investment Reports
 - a. Chandler Asset Management Short/Long Term - March 2017 to April 2017
 - b. Local Agency Investment Fund (LAIF) Report as of March 31, 2017
 - c. Treasurer's Report as of March 31, 2017



**MINUTES OF THE
NCCSIF EXECUTIVE COMMITTEE MEETING
ROCKLIN EVENT CENTER, ROCKLIN, CA
MARCH 23, 2017**

COMMITTEE MEMBERS PRESENT

Liz Cottrell, City of Anderson
Toni Benson, City of Colusa
Corey Shaver, City of Nevada City
Liz Ehrenstrom, City of Oroville

Dave Warren, City of Placerville (**Chair**)
Sandy Ryan, City of Red Bluff
Tim Sailsbery, City of Willows

COMMITTEE MEMBERS ABSENT

Kristina Miller, City of Corning
Satwant Takhar, City of Marysville

Natalie Springer, City of Yuba City

OTHER MEMBERS PRESENT

Tom Watson, City of Corning

Astrida Trupovnieks, City of Lincoln

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
Steven Scott, York Risk Services

A. CALL TO ORDER

Chair Dave Warren called the meeting to order at 10:02 a.m.

B. INTRODUCTIONS

Introductions were 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: Liz Ehrenstrom **Second:** Corey Shaver
Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan

Motion Carried

D. PUBLIC COMMENTS

There were no public comments.

E. CONSENT CALENDAR

1. Executive Committee Meeting Minutes - September 29, 2016
2. Check Register from November 1, 2016 to February 28, 2017
3. Investment Reports
 - a. Chandler Asset Management Short/Long Term - November 2016 to February 2017
 - b. Local Agency Investment Fund (LAIF) Report as of December 31, 2016
 - c. Treasurer's Report as of December 31, 2016

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

Motion: Liz Ehrenstrom

Second: Corey Shaver

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan

F. ADMINISTRATION REPORTS

F1. President's Report

Chair Warren recognized Paula Islas' many accomplishments as the HR Administrator for the City of Galt and an active Member of the NCCSIF Board of Directors. Ms. Islas served the Board for fourteen years in many capacities including past President and as the CJPRMA Representative. Chair Warren indicated that AlliantConnect portal for NCCSIF was launched in January and thanked the Program Administrators for providing another platform for members to access documents on the go, and he particularly likes the automatic notification from the system as new documents are posted to the portal.

F2. Program Administrator's Report

Mr. Beverly noted the coverage renewals are not included in the agenda as there are no updates to report other than members are in the application submission process. Mr. Beverly reported that the pool will continue to cover transit risk coverage for the City of Auburn, City of Dixon and City of Folsom from each member's respective banking layer attachment up to \$250,000, which is different than what was previously discussed. A more detailed report will be provided at the April Board meeting.

Michael Simmons arrived at 10:08 a.m.

G. JPA BUSINESS

G1. Actuarial Studies of the Self Insured Programs

G1a. FY 17/18 Workers' Compensation Program

Mr. Beverly noted that Mike Harrington will present the Actuarial Reports to the full Board at the April meeting.

Mr. Beverly presented the draft FY 17/18 Actuarial Study of the Workers' Compensation program. Overall, the rates have decreased 3.6% from \$4.434 to 4.275, with a 5% decrease in the Banking Layer and a 1.5% decrease for the Shared Layer.

Tim Sailsbery arrived at 10:14 a.m.

Mr. Beverly noted that there is one correction on the report in that the Confidence Level (CL) for FY 16/17 is 70%, and not 67.5% as reflected on the report. The FY 17/18 rate at the 75% CL \$4.434, is the same as the current 70% CL rate, and this is a good opportunity to increase the funding confidence level.

A motion was made to accept the Draft Actuarial Studies of the Self Insured Workers' Compensation Program and to finalize the report for presentation to the Board of Directors.

Motion: Liz Ehrenstrom

Second: Corey Shaver

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G1b. FY 17/18 Liability Program

Mr. Beverly presented the draft FY 17/18 Actuarial Study of the Liability program. The total recommended funding for banking and shared risk layer is \$3,625,000 at the current 70% CL, almost \$200,000 below the funding of \$3,823,000 for FY 16/17. The rate at the 70% CL is \$2.225 per \$100 of payroll, compared to \$2.370 last year, a decrease of 5.7%

Mr. Beverly noted the FY 17/18 rate at the 75% CL is \$2.38, just \$0.01 above the current rate at the 70% CL. Although it is much improved, due to the continued deficit at the 90% CL the Shared Layer assessment will also continue.

A motion was made to accept the Draft Actuarial Studies of the Self Insured Liability Program and to finalize the report for presentation to the Board of Directors.

Motion: Tim Sailsbery

Second: Liz Ehrenstrom

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G2. Workers' Compensation Program

G2a. Annual Banking Plan Adjustments - James Marta & Company

Mr. James Marta presented the financial information for the Workers' Compensation Banking Layer and noted that there are refunds available to the members who are in a positive position. The Net Equity above the pool is ten times the \$100,000 Self Insured Retention (SIR) and 90% confidence level in excess of the outstanding liabilities. The total dividend is \$1,684,823 which represents 35% of the available net position, and the total assessments is \$215,275 which represents 20% of the amount for those members who fell below the required funding.

After review and discussion, a motion was made to approve the 35% Banking Layer refund from the Workers' Compensation program for eligible members and 20% assessment to those members who fell below the required funding per the P&P A-1.

Motion: Tim Sailsbery

Second: Liz Ehrenstrom

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G2b. Annual Shared Risk Plan Adjustments - Alliant Insurance Services

Mr. Beverly noted that the outstanding liability in the actuarial report was not updated in the calculation spreadsheet and therefore, a correction was noted and that the available refund is \$498,000 instead of \$353,000 per the report included in the agenda.

Mr. Beverly recommended that the Shared Layer refund be limited to 50% of what is available in an effort to keep the safety margin on a conservative side. Members who are eligible for a refund in the Workers' Compensation program Shared Layer but are in a deficit position in the Banking Layer or another program that is in a deficit will be required to use the approved refund amount to help combat their own deficit position.

After review and discussion, a motion was made to approve the refund from Shared Risk Layer from the Workers' Compensation program at 50% as amended.

Motion: Tim Sailsbery

Second: Liz Ehrenstrom

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G2c. Preliminary FY 17/18 Deposit Premium Calculations

Mr. Beverly reported each year the Executive Committee reviews the actuary's recommended funding levels for the upcoming fiscal year and recommends a Deposit Premium to the Board. Total funding at the 70% Confidence Level (CL) for FY 17/18 is estimated at \$11,215,966 compared to \$10,570,741 for FY 16/17, an increase of 6.10%. Given the rate has decreased, the overall increase is due to increase in payroll of 7.7% and an increase of 23% in excess coverage.

Astrida Trupovnieks arrived at 11:03 a.m.

Mr. Beverly noted that capping is not applicable this year, with the largest member increase at almost 30% at the 70% CL and 33% at the 75% CL. The overall average rate increase per member at 75% confidence level is 3%. Mr. Beverly made a recommendation to increase funding from 70% CL to 75% CL to strengthen the funding.

A motion was made to present the preliminary FY 17/18 deposit premium calculations for the Workers' Compensation program at the 75% confidence level to the Board of Directors.

Motion: Liz Ehrenstrom **Second:** Liz Cottrell **Motion Carried**
Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G3. Liability Program

G3a. Annual Banking Plan Adjustments - James Marta & Company

Mr. James Marta presented the financial information for the Liability Banking Layer and noted that there are refunds available to members who are in a positive position. The Net Equity above the pool is ten times the \$50,000 SIR and 90% confidence level in excess of the outstanding liabilities. The total dividend is \$607,256 which represents 35% of the available net position, and the total assessments is \$34,369 which represents 20% of the amount for those members who fell below the required funding. Any deficit at \$10,000 or less will be assessed 100%.

After review and discussion, a motion was made to approve the 35% Banking Layer refund from the Liability program for eligible members and 20% assessment to those members who fell below the required funding per the P&P A-1.

Motion: Tim Sailsbery **Second:** Liz Ehrenstrom **Motion Carried**
Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G3b. Annual Shared Risk Plan Adjustments - Alliant Insurance Services

Mr. Beverly indicated each year NCCSIF reviews the financial status of the Shared Risk Layer Fund to determine if refunds or assessments may be declared. The total adjustment is allocated to members based on their pro-rata share of the total Shared contributions. As of December 31, 2016, the fund has assets of \$6,746,000. This is \$725,000 above Outstanding Liabilities at the Expected Confidence Level (CL) and, while much improved over last year, well below the two benchmarks used to evaluate Shared Layer adjustments, liabilities at a 90% CL or 5 times the SIR of \$450,000 (\$2,250,000, or \$1,525,000 below that benchmark).

Mr. Beverly indicated that members previously agreed to assess themselves \$600,000 per year up to five year in an effort to increase assets and meet target funding goal. It was noted the FY 17/18 is the fourth year of that assessment. There is no refund available to the members even after applying the full CJPRMA refund of \$231,952.

The Committee discussed in length ways to bring the Liability Program out of deficit including the possibility of allowing members to use their Workers' Compensation Banking layer refunds to offset any assessments in the Liability program.

As the WC program is strong and in order to create stabilization, the Committee directed the Program Administrators to draft a policy to use WC Banking surplus to offset Liability assessment and to present to the Board.

After review and discussion, a motion was made to continue the \$600,000 assessment and apply the full CJPRMA refund towards the assessment to offset the cost in order to bring the projected assets above liabilities at the expected confidence level and to draft a policy for members to use Workers' Compensation surplus to offset any assessments in the Liability program.

Motion: Tim Sailsbery

Second: Liz Ehrenstrom

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G3c. Preliminary FY 17/18 Deposit Premium Calculations

Mr. Beverly noted that after the agenda was published the Program Administrators received the CJPRMA premium estimate and therefore, a new handout of the FY 17/18 calculation was distributed that reflects the actual CJPRMA premium.

Each year the Executive Committee reviews the actuary's recommended funding levels for the upcoming fiscal year and recommends a Deposit Premium to the Board. The Executive Committee was presented with the total funding at a 70% Confidence Level (C.L.) for FY 17/18 which is estimated at \$5,261,889, compared to \$5,392,923 for FY 16/17 (a decrease of 2.43%). It was noted that payroll for the liability program increased only by 1%

Mr. Beverly indicated total funding at a 75% CL is estimated at \$5,513,899, an increase of 2.2% over FY 16/17 funding at the 70% CL and \$252,000, or 4.8%, more than total FY 17/18 funding. Mr. Beverly noted that increases do not need to be capped at 25% this year, with the largest increase at 22.5%. Mr. Beverly made a recommendation to increase funding from 70% CL to 75% CL to strengthen the funding.

Mr. Beverly indicated an exhibit will be presented to the Board that illustrates why a member's premium goes up. The Committee requested to add comparison showing changes by payroll versus losses.

A motion was made to present the preliminary FY 17/18 deposit premium calculations for the Liability program at 75% confidence level to the Board of Directors.

Motion: Liz Ehrenstrom **Second:** Tim Sailsbery **Motion Carried**
Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G3d. CJPRMA Refund Allocation

As discussed under agenda item G3b, a motion was made to apply the full amount of the CJPRMA refund of \$231,952, to the Liability Shared Risk Layer assessment.

Motion: Tim Sailsbery **Second:** Liz Ehrenstrom **Motion Carried**
Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G4. Preliminary FY 17/18 NCCSIF Budget

Mr. Marcus Beverly provided an overview of the changes in the preliminary budget for FY 17/18. The Computer Services has been moved to Accounting Services as it is part of James Marta and Company's contract for the Intacct Accounting System. The annual cost allocated for FY 17/18 is \$3,330, of which \$2,580 is for the accounting system and \$750.00 for e-check delivery. James Marta and Company contract for Accounting services and the proposed agreement is expected to increase by 3.5% pending ongoing negotiation. ACI cost for Wellness Services increased significantly to cover all members, but will iron out exactly if members are using this service.

Mr. Beverly noted there was a significant increase in the State Funding/Fraud Assessment by 34%, or 10% from the actual expense for FY 16/17 for the anticipated increase. Mr. Marta noted it is hard to estimate the State Funding/Fraud Assessment bill due to various factors mainly depending on State's budget as well as claim input for indemnity payments.

Mr. Beverly noted that overall the budget increase is 3% over last year's budget.

Information only, no action taken.

G5. Accounting and Financial Services Agreement

Mr. Beverly indicated that James Marta & Company contract for financial accounting and consulting services ends on June 30, 2017. Mr. Beverly indicated the terms of the proposed agreement was discussed with Jim Marta including to drop the individual bond currently purchased for James Marta.

Mr. James Marta discussed the terms of the renewal agreement and proposed a three-year renewal with 3.5% increase per year for each of the next three years. Mr. Marta indicated the 3.5% increase is moderate and within the cost of living adjustment (COLA) towards employee increases to retain staff.

The Committee asked Mr. Marta to step out of the room as the Committee discuss his contract further.

After a substantial discussion, a motion was made to recommend to the Board an increase to \$70,000 for FY 17/18 and increases for subsequent years to be based on the Bay Area CPI with minimum 1% to 4% maximum along with at least 4-5 year renewal term, and for the Program Administrator to continue to negotiate this term to James Marta and Company.

Motion: Tim Sailsbery

Second: Liz Ehrenstrom

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G6. Independent Financial Audit Services Agreement

Mr. Beverly indicated that Crowe Horwath, LLP has submitted a proposal to provide financial audit services for the next three fiscal years. Mr. Beverly indicated he negotiated the final terms of the agreement. In addition to adjusting the yearly fee, Arthur Ngo from Crowe confirmed they would be replacing the audit team lead and staff going forward, to provide a fresh set of eyes for the audit.

Mr. Marta expressed some frustration over the scheduling and completion of the latest audit, he would like for the Committee to include additional language in the engagement letter for Crowe to agree to an audit schedule.

A motion was made to approve the engagement letter with Crowe Horwath, LLP for Independent Financial Services Agreement for three years as amended to include an audit schedule to the scope of services and to go through Request For Proposal in three years.

Motion: Liz Ehrenstrom

Second: Liz Cottrell

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G7. Claims Committee Membership Appointment

The Executive Committee appointed the following members to serve on the Claims Committee:

1. Liz Cottrell, City of Anderson
2. Liz Ehrenstrom, City of Oroville
3. Dave Warren, City of Placerville
4. Tim Sailsbery, City of Willows
5. Natalie Springer, City of Yuba City

G8. Selection of the CJPRMA Board and Alternate Representatives

Mr. Beverly indicated with the departure of Paula Islas, current CJPRMA Representative, and Mike Daly, Alternate CJPRMA Representative, these positions are vacant and the NCCSIF must have a representative on the Board of Directors for the group's excess coverage provider, the California Joint Powers Risk Management Authority (CJPRMA).

Mr. Mike Simmons indicated that he and Mr. Beverly usually attend the CJPRMA meetings, but unfortunately CJPRMA would not allow staff on the CJPRMA Board.

The Committee directed the Program Administrators to send an e-mail to all the members to solicit interest. Ms. Liz Ehrenstrom indicated if no one else volunteers that she would serve the position if need be.

G9. NCCSIF Workers' Compensation Claims Administration Performance Plan Follow-up Survey Results

Mr. Beverly indicated that at the June 2016 Board meeting, York Risk Services was put on a Performance Plan for their Management of Workers' Compensation Claims Administration. To gauge the progress made to date by York a follow up survey was sent to the members.

The Committee reviewed the result of the follow-up survey. Chair Warren noted that fifteen members responded and based on the survey result York is on track to the Performance Plan. York representatives were asked to step out of the room while the Committee discuss the anticipated 3% increase in York's contract as scheduled in their current agreement for FY 17/18.

After discussion, a motion was made to accept and file the WC Performance Plan Follow-up Survey results and to table the contract fee increase to the Board at the April 2017 meeting for determination.

Motion: Tim Sailsbery

Second: Liz Ehrenstrom

Motion Carried

Ayes: Cottrell, Benson, Shaver, Ehrenstrom, Warren, Ryan, Sailsbery

G10. Round Table Discussion

None.

H. INFORMATION ITEMS

1. Glossary of Terms
2. NCCSIF Organizational Chart
3. NCCSIF 2017 Meeting Calendar
4. NCCSIF Vendor Services Matrix

5. NCCSIF Resource Contact Guide
6. NCCSIF Travel Reimbursement

There was no discussion on these items.

I. ADJOURNMENT

This meeting was adjourned at 12:17 p.m.

NEXT MEETING DATE: May 18, 2017 in Rocklin, CA

Respectfully Submitted,

Corey Shaver, Secretary

Date

Company Name: NCCSIF
 Report Name: NCCSIF Check Register
 Check dates: 03/01/2017 - 04/30/2017

Document/Check No.	Vendor Name	Account title	Account #	Payment Date	Payment Amount
		Risk Mgmt Comm Services	52201		
11113	Bickmore Risk Services Inc.	On Site	52204	3/9/2017	18,226.66
	James Marta and Company	Accounting Services	52403		
11114	LLP	Computer Services	52105	3/9/2017	5,790.17
	York Risk Services Group,				
11115	Inc.	Claims Admin - Liability	51135	3/9/2017	45,188.91
11116	Alliant Insurance Services	Program Admin Fee	52401	3/9/2017	24,796.33
11117	Gibbons and Conley	Legal Services	52103	3/9/2017	376.68
11118	City of Lincoln	Seminars and PARMA	52207	3/9/2017	1,279.95
Voided - 11118	City of Lincoln	Seminars and PARMA	52207	3/9/2017	-1,279.95
	Chandler Asset				
11119	Management, Inc.	Investment Income	44040	3/9/2017	4,594.74
11120	City of Oroville	Seminars and PARMA	52207	3/9/2017	1,331.72
11121	York	Claims Admin - Monthly WC Only	52300	3/25/2017	45,901.75
11122	Town of Paradise	Police Risk Mgmt Comm Svcs	52203	3/25/2017	2,305.58
11123	City of Dixon	Seminars and PARMA	52207	3/25/2017	3,300.00
11124	Astrida Trupovnick	Seminars and PARMA	52207	4/18/2017	1,279.95
11125	Gibbons and Conley	Legal Services	52103	4/18/2017	1,686.12
11126	Aubergine Catering	Executive Committee	52501	4/18/2017	240.00
11127	City of Colusa	Member Travel	52502	4/18/2017	60.99
11128	City of Placerville	Member Travel	52502	4/18/2017	40.98
11129	Liz Cottrell	Member Travel	52502	4/18/2017	149.80
11130	Liz Ehrenstrom	Member Travel	52502	4/18/2017	64.20
11131	Sandy Ryan	Member Travel	52502	4/18/2017	146.59
11132	Tom Watson	Member Travel	52502	4/18/2017	81.32
11133	City of Folsom	Safety Grant Funds	54200	4/18/2017	40,500.00
11134	City of Rocklin	Seminars and PARMA	52207	4/18/2017	2,647.70
	James Marta and Company	Accounting Services	52403		
11135	LLP	Computer Services	52105	4/18/2017	5,790.17
	York Risk Services Group,				
11136	Inc.	Claims Admin - Liability	51135	4/18/2017	41,982.05
11137	Alliant Insurance Services	Program Admin Fee	52401	4/18/2017	24,796.33
11138	Bickmore Risk Services Inc.	On Site	52204	4/18/2017	14,726.67
11139	York	Claims Admin - Monthly WC Only	52300	4/18/2017	45,901.75
	Chandler Asset				
11140	Management, Inc.	Investment Income	44040	4/18/2017	4,601.92
11141	Farley Consulting Services	Claims Audit	52101	4/18/2017	10,500.00
				Total	<u><u>347,009.08</u></u>

Monthly Account Statement

Northern CA Cities Self Ins. Fund Short Term

March 1, 2017 through March 31, 2017

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

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

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.



PORTFOLIO CHARACTERISTICS

Average Duration	2.49
Average Coupon	1.46 %
Average Purchase YTM	1.54 %
Average Market YTM	1.60 %
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.73 yrs
Average Life	2.56 yrs

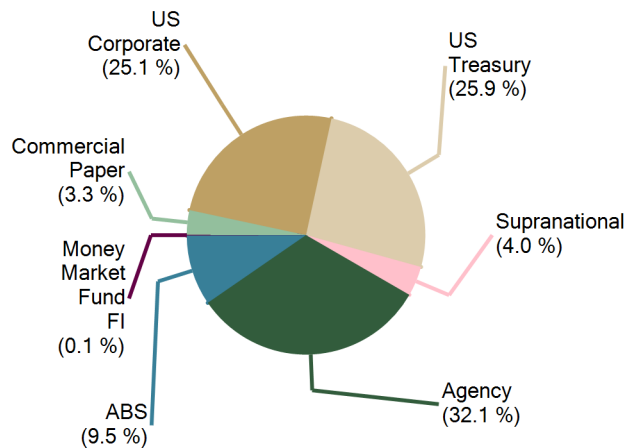
ACCOUNT SUMMARY

	Beg. Values as of 2/28/17	End Values as of 3/31/17
Market Value	26,744,902	26,779,442
Accrued Interest	92,469	83,688
Total Market Value	26,837,371	26,863,130
Income Earned	32,871	34,127
Cont/WD		0
Par	26,878,557	26,930,309
Book Value	26,813,433	26,856,811
Cost Value	26,775,619	26,817,006

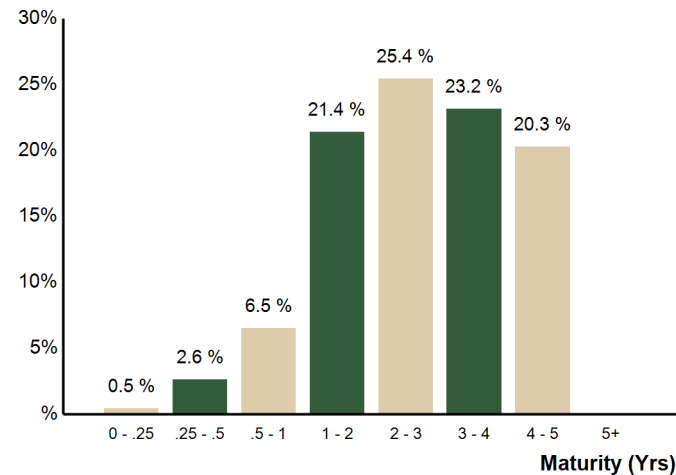
TOP ISSUERS

Issuer	% Portfolio
Government of United States	25.9 %
Federal National Mortgage Assoc	15.7 %
Federal Home Loan Mortgage Corp	8.4 %
Federal Home Loan Bank	5.9 %
Honda ABS	3.0 %
John Deere ABS	2.3 %
Intl Bank Recon and Development	2.0 %
Inter-American Dev Bank	2.0 %
	65.3 %

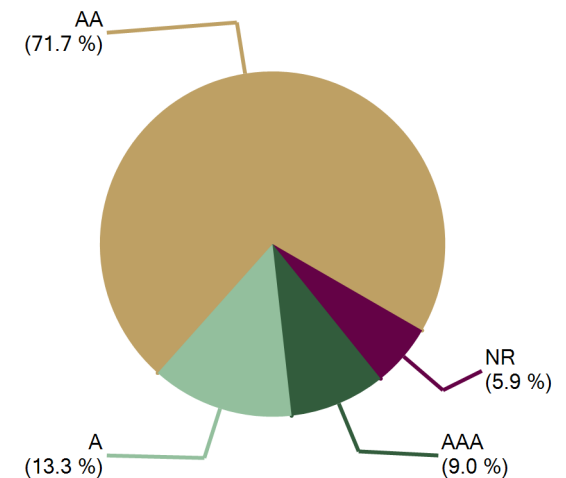
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 3/31/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 12/31/1997
					3 Yrs	5 Yrs	10 Yrs	12/31/1997	
Northern CA Cities Self Ins. Fund Short Term	0.10 %	0.48 %	0.48 %	0.23 %	1.34 %	1.19 %	2.94 %	4.03 %	114.14 %
BAML 1-5 Yr US Treasury/Agency Index	0.05 %	0.37 %	0.37 %	-0.08 %	1.14 %	0.92 %	2.64 %	3.71 %	101.51 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	0.05 %	0.43 %	0.43 %	0.10 %	1.25 %	1.08 %	2.70 %	3.82 %	105.69 %



Northern California Cities Self-Insurance Fund - Short Term

March 31, 2017

COMPLIANCE WITH INVESTMENT POLICY

The portfolio complies with State law and with the investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Agencies	No limitation	Complies
Supranationals	Issued by IBRD, IFC or IADB only; "AA" rated or better by S&P or Moody's; 30% maximum; 5 years max maturity	Complies
Municipal Securities	5 years max maturity	Complies
Asset-backed/MBS/CMOs	20% maximum; AA by S&P or Moody; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A1/P1 by S&P or Moody's ; 25% maximum; 270 days max maturity	Complies
Medium Term Notes	30% maximum; A rated by S&P or Moody's; 5 years max maturity	Complies
Money Market Acct	20% maximum; AAA by S&P and Moody's	Complies
Mutual Funds	20% maximum; AAA	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit	5 years max maturity	Complies
LAIF	\$50 million	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
CMOs with collateral not specifically GNMA, FHLMC, FNMA	Prohibited	Complies
Reverse Repos	Prohibited	Complies
Futures and Options	Prohibited	Complies
Inverse floaters	Prohibited	Complies
Range notes	Prohibited	Complies
Max Per Issuer	5% per issuer (except US Treasury and US Agency issuers)	Complies
Maximum Maturity	10 years	Complies



Reconciliation Summary

As of 3/31/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$26,813,433.47
<u>Acquisition</u>	
+ Security Purchases	\$2,024,879.41
+ Money Market Fund Purchases	\$1,885,561.92
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$3,910,441.33
<u>Dispositions</u>	
- Security Sales	\$255,312.90
- Money Market Fund Sales	\$2,025,286.00
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$1,500,155.27
- Calls	\$0.00
- Principal Paydowns	\$88,524.45
Total Dispositions	\$3,869,278.62
<u>Amortization/Accretion</u>	
+/- Net Accretion	\$1,745.97
	\$1,745.97
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	\$468.72
	\$468.72
Ending Book Value	\$26,856,810.87

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$160,969.15
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$255,312.90
Accrued Interest Received	\$311.95
Interest Received	\$33,325.59
Dividend Received	\$12.63
Principal on Maturities	\$1,500,155.27
Interest on Maturities	\$7,919.13
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$88,524.45
Total Acquisitions	\$1,885,561.92
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$2,024,879.41
Accrued Interest Paid	\$406.59
Total Dispositions	\$2,025,286.00
Ending Book Value	\$21,245.07

Monthly Account Statement

Northern Cal. Cities Self Ins. Fund Long Term

March 1, 2017 through March 31, 2017

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

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

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PORTFOLIO CHARACTERISTICS

Average Duration	3.37
Average Coupon	1.97 %
Average Purchase YTM	1.89 %
Average Market YTM	1.83 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	3.71 yrs
Average Life	3.58 yrs

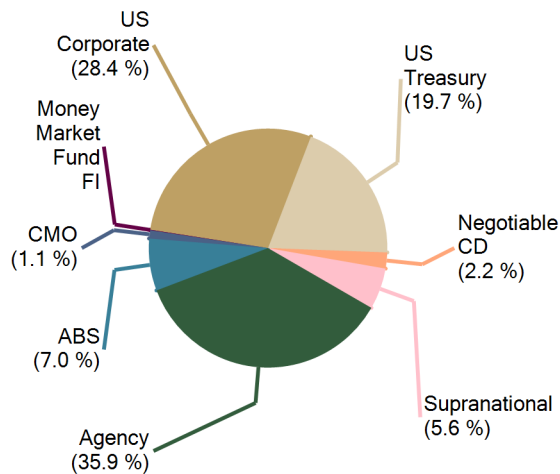
ACCOUNT SUMMARY

	Beg. Values as of 2/28/17	End Values as of 3/31/17
Market Value	27,707,274	27,727,978
Accrued Interest	123,721	125,137
Total Market Value	27,830,995	27,853,116
Income Earned	42,626	43,853
Cont/WD		0
Par	27,688,741	27,728,440
Book Value	27,678,912	27,726,822
Cost Value	27,766,772	27,827,491

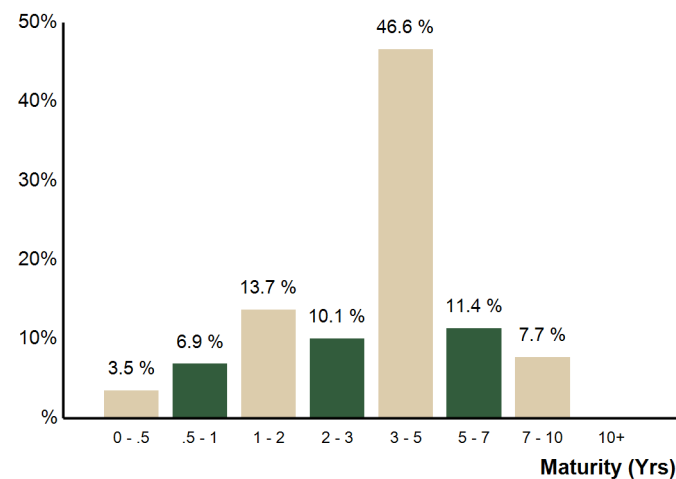
TOP ISSUERS

Issuer	% Portfolio
Government of United States	19.7 %
Federal National Mortgage Assoc	13.0 %
Federal Home Loan Bank	10.1 %
Federal Home Loan Mortgage Corp	8.0 %
Tennessee Valley Authority	5.9 %
Inter-American Dev Bank	3.6 %
Bank of Nova Scotia	2.2 %
JP Morgan ABS	2.1 %
	64.6 %

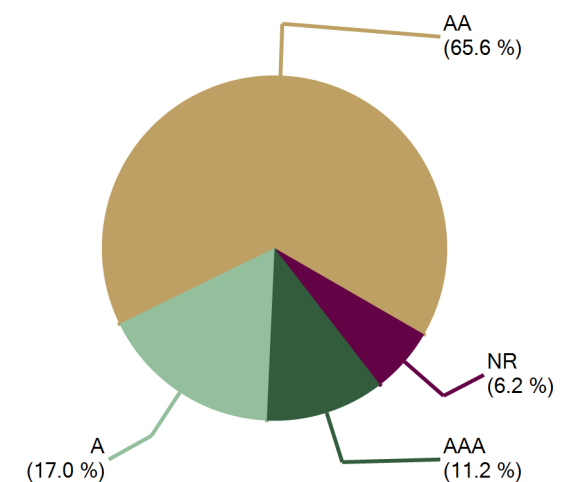
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 3/31/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 5/31/2006	
					3 Yrs	5 Yrs	10 Yrs	5/31/2006	5/31/2006
Northern Cal. Cities Self Ins. Fund Long Term	0.08 %	0.63 %	0.63 %	-0.09 %	2.06 %	1.65 %	3.74 %	4.01 %	53.06 %
BAML 1-10 Yr US Treasury/Agency Index	0.05 %	0.51 %	0.51 %	-0.59 %	1.64 %	1.27 %	3.36 %	3.62 %	46.92 %
BAML 1-10 Yr US Corporate/Govt Rated AAA-A Index	0.05 %	0.64 %	0.64 %	-0.16 %	1.89 %	1.66 %	3.47 %	3.75 %	49.01 %



Northern California Cities Self-Insurance Fund - Long Term
March 31, 2017

COMPLIANCE WITH INVESTMENT POLICY

The portfolio complies with State law and with the investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Agencies	No limitation	Complies
Supranationals	Issued by IBRD, IFC or IADB only; "AA" rated or better by S&P or Moody; 30% maximum; 5 years max maturity	Complies
Municipal Securities	5 years max maturity	Complies
Asset-backed/MBS/CMOs	20% maximum; AA by S&P or Moody; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A1/P1 by S&P or Moody ; 25% maximum; 270 days max maturity	Complies
Medium Term Notes	30% maximum; A rated by S&P or Moody's; 5 years max maturity	Complies
Money Market Acct	20% maximum; AAA by S&P and Moody	Complies
Mutual Funds	20% maximum; AAA	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit	5 years max maturity	Complies
LAIF	\$50 million	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
CMOs with collateral not specifically GNMA, FHLMC, FNMA	Prohibited	Complies
Reverse Repos	Prohibited	Complies
Futures and Options	Prohibited	Complies
Inverse floaters	Prohibited	Complies
Range notes	Prohibited	Complies
Max Per Issuer	5% (except US Treasury and US Agency issuers)	Complies
Maximum Maturity	10 years	Complies



Reconciliation Summary

As of 3/31/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$27,678,912.00
<u>Acquisition</u>	
+ Security Purchases	\$746,449.79
+ Money Market Fund Purchases	\$240,937.26
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$987,387.05
<u>Dispositions</u>	
- Security Sales	\$487,167.80
- Money Market Fund Sales	\$394,979.79
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$61,258.79
Total Dispositions	\$943,406.38
<u>Amortization/Accretion</u>	
+/- Net Accretion	(\$1,544.36)
	(\$1,544.36)
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	\$5,473.89
	\$5,473.89
Ending Book Value	\$27,726,822.20

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$170,621.03
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$487,167.80
Accrued Interest Received	\$629.51
Interest Received	\$48,504.20
Dividend Received	\$9.46
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$61,258.79
Total Acquisitions	\$597,569.76
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$746,449.79
Accrued Interest Paid	\$5,162.50
Total Dispositions	\$751,612.29
Ending Book Value	\$16,578.50

Monthly Account Statement

Northern CA Cities Self Ins. Fund Short Term

April 1, 2017 through April 30, 2017

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

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

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PORTFOLIO CHARACTERISTICS

Average Duration	2.50
Average Coupon	1.48 %
Average Purchase YTM	1.56 %
Average Market YTM	1.56 %
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.73 yrs
Average Life	2.58 yrs

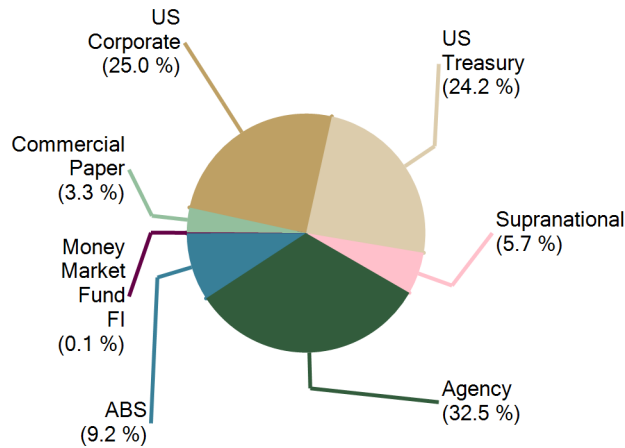
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	26,779,442	26,866,041
Accrued Interest	83,688	86,279
Total Market Value	26,863,130	26,952,320
Income Earned Cont/WD	34,127	34,340
Par	26,930,309	26,955,436
Book Value	26,856,811	26,891,648
Cost Value	26,817,006	26,857,767

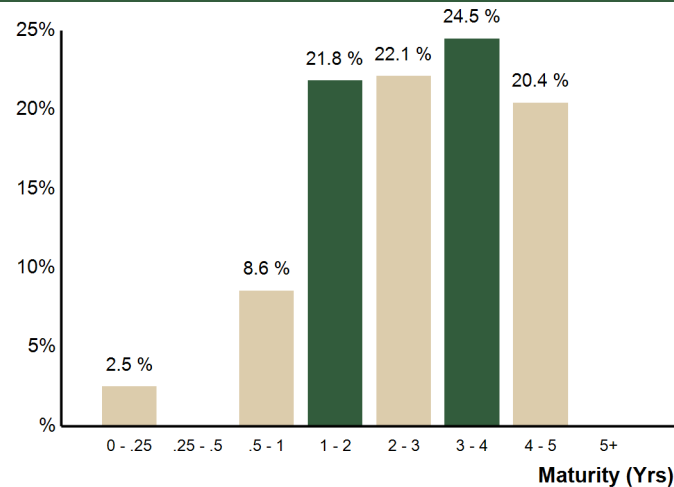
TOP ISSUERS

Issuer	% Portfolio
Government of United States	24.2 %
Federal National Mortgage Assoc	17.8 %
Federal Home Loan Mortgage Corp	8.4 %
Federal Home Loan Bank	4.9 %
Inter-American Dev Bank	3.7 %
Honda ABS	2.8 %
John Deere ABS	2.2 %
Intl Bank Recon and Development	2.0 %
	66.0 %

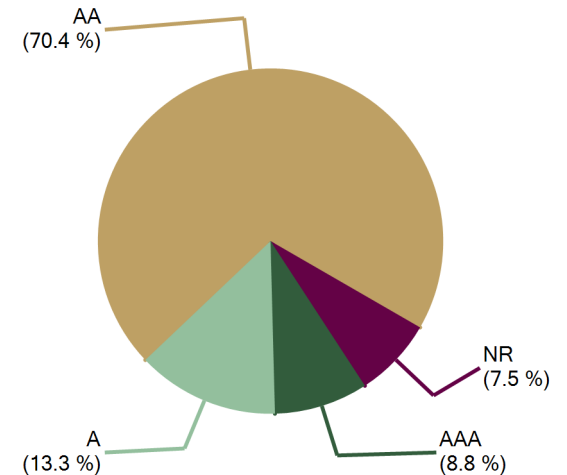
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 12/31/1997
					3 Yrs	5 Yrs	10 Yrs	12/31/1997	
Northern CA Cities Self Ins. Fund Short Term	0.33 %	0.63 %	0.81 %	0.52 %	1.35 %	1.16 %	2.94 %	4.04 %	114.85 %
BAML 1-5 Yr US Treasury/Agency Index	0.31 %	0.51 %	0.68 %	0.23 %	1.16 %	0.89 %	2.63 %	3.71 %	102.13 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	0.32 %	0.57 %	0.75 %	0.38 %	1.27 %	1.06 %	2.69 %	3.82 %	106.36 %



Northern California Cities Self-Insurance Fund - Short Term

April 30, 2017

COMPLIANCE WITH INVESTMENT POLICY

The portfolio complies with State law and with the investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Agencies	No limitation	Complies
Supranationals	Issued by IBRD, IFC or IADB only; "AA" rated or better by S&P or Moody's; 30% maximum; 5 years max maturity	Complies
Municipal Securities	5 years max maturity	Complies
Asset-backed/MBS/CMOs	20% maximum; AA by S&P or Moody; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A1/P1 by S&P or Moody's ; 25% maximum; 270 days max maturity	Complies
Medium Term Notes	30% maximum; A rated by S&P or Moody's; 5 years max maturity	Complies
Money Market Acct	20% maximum; AAA by S&P and Moody's	Complies
Mutual Funds	20% maximum; AAA	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit	5 years max maturity	Complies
LAIF	\$50 million	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
CMOs with collateral not specifically GNMA, FHLMC, FNMA	Prohibited	Complies
Reverse Repos	Prohibited	Complies
Futures and Options	Prohibited	Complies
Inverse floaters	Prohibited	Complies
Range notes	Prohibited	Complies
Max Per Issuer	5% per issuer (except US Treasury and US Agency issuers)	Complies
Maximum Maturity	10 years	Complies



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$26,856,810.87
<u>Acquisition</u>	
+ Security Purchases	\$1,000,941.00
+ Money Market Fund Purchases	\$1,019,613.66
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$2,020,554.66
<u>Dispositions</u>	
- Security Sales	\$895,947.33
- Money Market Fund Sales	\$1,004,241.00
- MMF Withdrawals	\$0.00
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$90,245.72
Total Dispositions	\$1,990,434.05
<u>Amortization/Accretion</u>	
+/- Net Accretion	\$1,628.00
	\$1,628.00
<u>Gain/Loss on Dispositions</u>	
+/- Realized Gain/Loss	\$3,088.71
	\$3,088.71
Ending Book Value	\$26,891,648.19

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$21,245.07
<u>Acquisition</u>	
Contributions	\$0.00
Security Sale Proceeds	\$895,947.33
Accrued Interest Received	\$2,310.93
Interest Received	\$31,070.08
Dividend Received	\$39.60
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$90,245.72
Total Acquisitions	\$1,019,613.66
<u>Disposition</u>	
Withdrawals	\$0.00
Security Purchase	\$1,000,941.00
Accrued Interest Paid	\$3,300.00
Total Dispositions	\$1,004,241.00
Ending Book Value	\$36,617.73

Monthly Account Statement

Northern Cal. Cities Self Ins. Fund Long Term

April 1, 2017 through April 30, 2017

Chandler Team

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Custodian

Bank of New York Mellon
Lauren Dehner
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PORTFOLIO CHARACTERISTICS

Average Duration	3.36
Average Coupon	1.97 %
Average Purchase YTM	1.90 %
Average Market YTM	1.77 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	3.69 yrs
Average Life	3.56 yrs

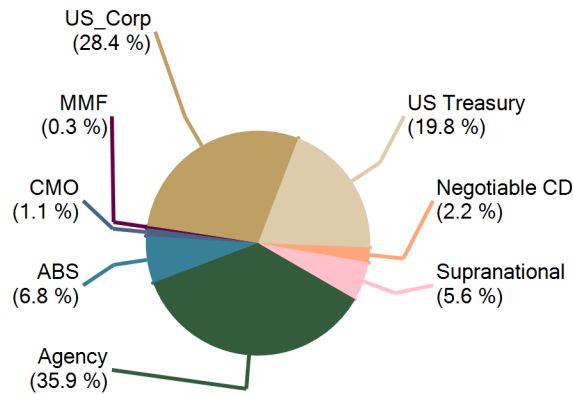
ACCOUNT SUMMARY

	Beg. Values as of 3/31/17	End Values as of 4/30/17
Market Value	27,727,978	27,853,872
Accrued Interest	125,137	142,994
Total Market Value	27,853,116	27,996,866
Income Earned	43,853	43,779
Cont/WD		0
Par	27,728,440	27,755,420
Book Value	27,726,822	27,752,744
Cost Value	27,827,491	27,843,640

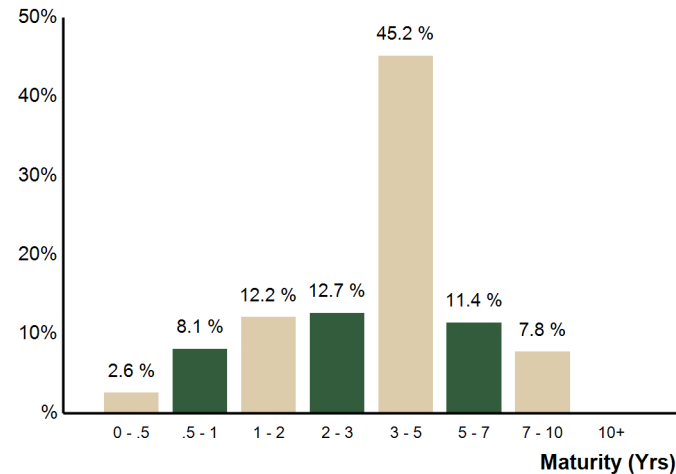
TOP ISSUERS

Issuer	% Portfolio
Government of United States	19.8 %
Federal National Mortgage Assoc	13.0 %
Federal Home Loan Bank	10.1 %
Federal Home Loan Mortgage Corp	8.0 %
Tennessee Valley Authority	5.9 %
Inter-American Dev Bank	3.6 %
Bank of Nova Scotia	2.2 %
JP Morgan ABS	2.1 %
	64.6 %

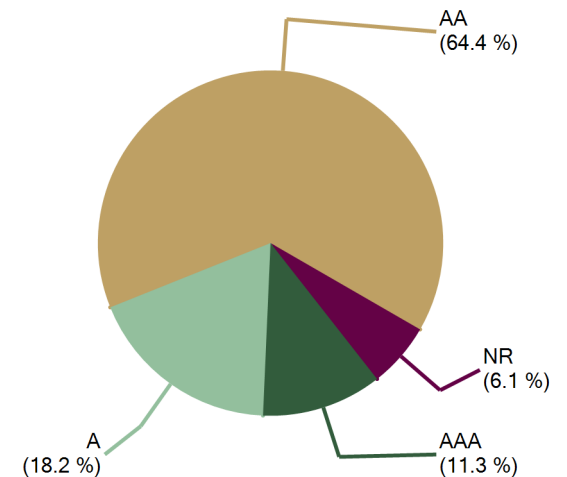
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 4/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 5/31/2006	
					3 Yrs	5 Yrs	10 Yrs	5/31/2006	5/31/2006
Northern Cal. Cities Self Ins. Fund Long Term	0.52 %	0.92 %	1.15 %	0.40 %	2.06 %	1.58 %	3.74 %	4.02 %	53.85 %
BAML 1-10 Yr US Treasury/Agency Index	0.50 %	0.83 %	1.01 %	-0.07 %	1.68 %	1.17 %	3.37 %	3.63 %	47.65 %
BAML 1-10 Yr US Corporate/Govt Rated AAA-A Index	0.54 %	0.96 %	1.18 %	0.28 %	1.92 %	1.58 %	3.48 %	3.77 %	49.81 %



Northern California Cities Self-Insurance Fund - Long Term

April 30, 2017

COMPLIANCE WITH INVESTMENT POLICY

The portfolio complies with State law and with the investment policy.

Category	Standard	Comment
Treasury Issues	No limitation	Complies
US Agencies	No limitation	Complies
Supranationals	Issued by IBRD, IFC or IADB only; "AA" rated or better by S&P or Moody; 30% maximum; 5 years max maturity	Complies
Municipal Securities	5 years max maturity	Complies
Asset-backed/MBS/CMOs	20% maximum; AA by S&P or Moody; 5 years max maturity	Complies
Banker's Acceptances	40% maximum; 180 days max maturity	Complies
Commercial Paper	A1/P1 by S&P or Moody ; 25% maximum; 270 days max maturity	Complies
Medium Term Notes	30% maximum; A rated by S&P or Moody's; 5 years max maturity	Complies
Money Market Acct	20% maximum; AAA by S&P and Moody	Complies
Mutual Funds	20% maximum; AAA	Complies
Negotiable CDs	30% maximum; 5 years max maturity	Complies
Time Certificates of Deposit	5 years max maturity	Complies
LAIF	\$50 million	Complies
Repurchase Agreements	1 year max maturity; Not used by Investment Adviser	Complies
CMOs with collateral not specifically GNMA, FHLMC, FNMA	Prohibited	Complies
Reverse Repos	Prohibited	Complies
Futures and Options	Prohibited	Complies
Inverse floaters	Prohibited	Complies
Range notes	Prohibited	Complies
Max Per Issuer	5% (except US Treasury and US Agency issuers)	Complies
Maximum Maturity	10 years	Complies



Reconciliation Summary

As of 4/30/2017

BOOK VALUE RECONCILIATION		
Beginning Book Value		\$27,726,822.20
<u>Acquisition</u>		
+ Security Purchases	\$345,472.65	
+ Money Market Fund Purchases	\$423,982.40	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$769,455.05
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$345,796.57	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$330,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$66,205.67	
Total Dispositions		\$742,002.24
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$1,530.54)	
		(\$1,530.54)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
Ending Book Value		\$27,752,744.47

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$16,578.50
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$27,732.79	
Dividend Received	\$43.94	
Principal on Maturities	\$330,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$66,205.67	
Total Acquisitions	\$423,982.40	
<u>Disposition</u>		
Withdrawals	\$0.00	
Security Purchase	\$345,472.65	
Accrued Interest Paid	\$323.92	
Total Dispositions	\$345,796.57	
Ending Book Value		\$94,764.33



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 04/14/2017, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2017.

Earnings Ratio		.00002126194403179
Interest Rate		0.78%
Dollar Day Total	\$	89,487,920.12
Quarter End Principal Balance	\$	564,848.78
Quarterly Interest Earned	\$	1,902.69



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, 2017

	MARKET VALUE
CASH:	
(1) Tri Counties Checking	\$ 424,853.28
(2) Local Agency Inv Fund (LAIF)	564,848.78
Total Cash	989,702.06
INVESTMENTS (Unrestricted):	
(3) Chandler Investments	
Account no. 170	26,779,442.00
Account no. 171	27,727,978.00
Total Unrestricted Investments	54,507,420.00
TOTAL CASH AND INVESTMENTS	\$ 55,497,122.06

- (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, 2017 0.78%
- (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

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.



FOR THE QUARTER ENDING MARCH 31, 2017

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Tim Salsbery, Treasurer

5/8/17
Date



BACK TO AGENDA

**Northern California Cities Self Insurance Fund
Executive Committee Meeting
May 18, 2017**

Agenda Item E.

CLOSED SESSION TO DISCUSS PENDING CLAIMS

(Per Governmental Code Section 54956.95)

ACTION ITEM

ISSUE: Pursuant to Government Code Section 54956.95, the Committee will hold a Closed Session to discuss the following claims:

Liability

Coryell vs. City of Oroville*

*REQUESTING AUTHORITY

FISCAL IMPACT: Unknown.

RECOMMENDATION: The Program Administrator cannot make a recommendation at this time, as the subject matter is confidential.

BACKGROUND: Confidential.

ATTACHMENT(S): None.



Agenda Item H.1.

ACCOUNTING AND FINANCIAL SERVICES AGREEMENT

ACTION ITEM

ISSUE: James Marta & Company has provided accounting services to NCCSIF since September 1, 2002. James Marta & Company has proposed a renewal agreement for financial accounting and consulting services that is substantially more than the current agreement (\$96,000 per year v. \$66,962). Because this revised increase was proposed after the last Executive Committee Meeting, rather than present it to the Board of Directors at their meeting on April 27, an Ad Hoc Committee consisting of Dave Warren, Liz Ehrenstrom, Tim Sailsbery, and Brad Koehn was formed to continue negotiations.

RECOMMENDATION: Discuss and advise Board on agreement for accounting services.

FISCAL IMPACT: TBD. The fees in the attached represent a 43% increase in FY 17/18 and a 3.5% increase per year for each of the next four years. The subscription fees represent a range of 2.4% to 2.2% increase each year, with no change in the check processing fee. Since NCCSIF is able to drop the individual bond currently purchased for James Marta that will save \$897 per year and greatly increase the available limit.

BACKGROUND: The Ad Hoc committee met with Jim Marta on May 5th when he provided the attached handout outlining 1) what has changed since his original proposal, 2) how he believes that the amount requested is fair, and 3) what distinguishes his firm from other financial accountants/advisors.

After significant discussion it was clear that Jim Marta believes the new proposal is appropriate, and he would not reduce the fee at the committee's request. The committee asked him to provide additional backup regarding how he calculated the fee (number of hours spent on NCCSIF and average rate), along with an alternate proposal that would ramp up the fee more gradually over the next five years.

Jim provided the attached information in an email following the meeting, indicating his firm spent a total of 748 hours last year on NCCSIF services at an average rate of \$128 per hour. He also provided a revised proposal that would phase in the increase to achieve the same total fee over a five-year period. The revised proposal results in a similar fee for the 2019 year but ends with the last two years significantly above the fee in the current proposal.

The Program Administrators prepared a red-lined version of the proposed Agreement, with a correction to the software fee pricing, elimination of the fee for the bond, and a few other housekeeping items, including maintaining a 90 day notice of termination and no mutual hold harmless. The Program Administrators also prepared an analysis for the committee; a sample of which is attached for reference

ATTACHMENT(S):

1. Jim Marta Ad Hoc Committee Handout
2. Program Administrator's Ad Hoc Committee Analysis
3. Jim Marta Email with Backup and Revised proposal
4. Proposed Agreement for Financial Accounting Services (latest version)

Please find attached our proposed engagement letter for the next three years.

- A. What has changed from the original proposed contract to the new one?
1. The original proposed contract was prepared per functionary with our standard 3.5% increase.
 2. The executive committee did not approve or recommend the contract for approval
 3. Based on this I reexamined our costs to provide your services and found;
 - a. When we looked at the past two years our discounted standard accounting fees for your account would be \$92,781-\$95,928.
 - b. The accounting fee for the year ended June 30, 2017 was \$66,962.
 - c. Our fees have not been keeping up with our costs
 4. We have continually faced extreme market pressures on senior staff wages.
 - a. In the past two years, we have had to grant key senior staff pay increases of 45%-47%. This is on top of increased benefit costs. We must be able to compete with the governmental pool accountant compensation and our competition. In addition, we must be able to keep pace with industry level compensation increases.
 - b. During this time we had one manager leave and go to Bickmore.
 - c. Other firms have been facing the similar pressures with staff leaving to accept large increases.
 - d. Staff have communicated, based on engagement realization, that our fees are too low.
- B. How is what we are requesting fair?
- a. As discussed above, our discounted accounting rates show actual charges of \$92,781-\$95,928 in the past two years.
 - b. Independent Cities Risk Management Authority went out to bid last year and we were the successful bidder at \$132,630; Audit fee 21,334
 - c. San Mateo County Schools Insurance Group fees are \$165,720 for 2016/17 and increasing 3.5% for 2017/18 ; Audit fee 21,000
 - d. Washington Schools Risk Management Pool fees are \$147,000; auditor fee \$26,000
 - e. NCCSIF's accounting and billing is very complex compared to other risk pools
 - i. One of three banking pools in California
 - ii. Allocation of claims expenses and investments to member layers
 - iii. Tracking individual equity targets
 - iv. Billing and transfers among programs
 - f. The complexity of this accounting is demonstrated by comparison; the audit fee for this program is \$27,000 audit fee as compared to the accounting fee may be another measure.
 - g. We need to have a fee that is sufficient to properly attract and retain quality staff that can effectively provide the requisite financial services to NCCSIF.
 - h. Our fee is not a wage. Our fee is to provide a team to manage finances, provide computer systems, servers, backup and recovery, file storage, personnel, benefits and retirement. We have annual training and a peer review every three years. Our team of fifteen staff also provide the redundancy so that we can substitute staff and the partner on the job if necessary.
 - i. We have had no audit adjustments in the time we have been your accountants
 - j. The fee in our proposed engagement letter is what is necessary to maintain the team to provide you the appropriate level of services.

We have served as NCCSIF's finance manager and finance department for about fifteen years and we understand your need for a reliable and professional financial advisor.

We offer many characteristics that distinguish us from other financial service providers.

- C. A team of 15 professionals trained and experienced in complex accounting for risk-sharing and banking pools.
- D. We currently provide accounting and financial advisory services to 10 risk-sharing pools.
- E. Our extensive knowledge and experience is demonstrated by Mr. Marta's certifications as an ARM and ARPM as well as his tenure as the CAJPA accreditation manager.
- F. A combination banking and risk sharing pool has a high level of complexity and we have designed and managed an accounting system to reliably account for member shares and properly allocate costs and claims among the members. This is not an everyday bookkeeping service. We have developed and maintained complex proprietary schedules to provide accurate and reliable data on a member by member basis.
- G. We also provide advice on funding, actively cash manage to improve investment returns, report claim trends and accounting requirements. Beyond the complex accounting, we are also your financial advisor.



ACCOUNTING SERVICES PROPOSAL

INFORMATION ITEM

ISSUE: The Board appointed an ad hoc committee to review the latest proposal for accounting services from James Marta and Company. After Marta's initial proposal and a counter proposal from NCCSIF of \$70,000 per year with an annual increase based on the Bay Area CPI, with a minimum of 1% and a maximum of 4%, a new proposal was presented

The Committee members asked for additional information to prepare for meeting with Jim Marta and continuing the negotiations, including options for accounting services and what similar JPAs are paying for accounting services.

Accounting Firm Options: the two firms the Program Administrators are familiar with who provide similar accounting services are Gilbert & Associates in Sacramento and McGilloway, Ray, Brown and Kaufman in Salinas. A larger firm with a Sacramento office, Vavrinek, Trine, Day and Company, does public entity accounting, and Bickmore Risk Services also provides accounting services for the pools they manage and at least one pool with separate management.

Comparable Pricing: each pool is unique and that makes comparisons difficult, but the Program Administrators have put together the following summary and will provide more details at the meeting.

ICRMA – conducted an RFP for services last year and awarded the accounting services to James Marta and Company as of July 1, 2016. They pay his firm \$112,000 per year. They are a pool with 18 current member cities in Southern California (and a number of withdrawn members) with a similar number of coverage programs. However, they are more of an excess pool, with members having retentions from \$250,000 to as high as \$6,000,000 for liability coverage. They have 12 members in their Workers' Compensation Program with retentions from \$350,000 to \$1,000,000.

SCORE – Gilbert and Associates provides accounting services for SCORE, a pool of 18 small cities and towns in Northern CA, for \$52,800 per year. While similar in the way their programs are structured, with Banking and Shared Layers, NCCSIF had approximately five times the volume of claims and associated transactions.

ERMAC – a liability pool consisting of four cities. They recently conducted an RFP for accounting services. Three proposals were received, including one from Jim Marta. One of the proposals was over \$60,000 per year, the other two were under \$50,000. After negotiation, the chosen vendor agreed to provide accounting services for \$42,000 per year.



MERMA – a Workers’ Compensation pool of 23 school districts in Monterey County, with approximately 500 open claims, the same as NCCSIF. They pay \$55,000 per year for accounting services.

PERMA – a pool of 32 cities and special districts in Southern CA providing several coverage programs that has one person in-house who prepares all their financial reports. That person’s base pay, without benefits was \$93,646 in 2015, \$83,043 in 2014, and \$79,082 in 2013. Total pay and benefits are \$127,629, \$113,958, and \$116,324, respectively.

PARSAC – another pool of 37 cities with multiple programs who recently replaced their in-house accountant. Total pay and benefits for the last year of data, 2013, was \$122,877, with base pay of \$79,080. The current base pay is estimated to be at least \$100,000 per year.

Summary – while the above data provides a general sense of the market for risk pool accounting services the best and perhaps only way to determine the market for NCCSIF is to conduct an RFP. However, the data tends to indicate that the current pricing is likely below what could be expected in competing proposals.

Options for Renewing Current Contract: ideally the committee will be able to negotiate a reasonable renewal rate for FY 17-18 and beyond. But given the current impasse the best strategy may be to negotiate a one-year extension and conduct an RFP over the course of the next six months to gauge the true market rate for services.

RECOMMENDATION: review Marta’s backup material for his most recent proposal and negotiate a resolution that can be recommended to the Executive Committee and Board.

FISCAL IMPACT: TBD

From: [James Marta](#)
To: [Marcus Beverly](#)
Subject: NCCSIF
Date: Friday, May 05, 2017 3:54:11 PM
Attachments: [image003.png](#)

	Prior year	Last yr
	\$	
Billable fees	92,781.00	\$ 95,928.00
	Hrs	Hrs
Partner	74.34	78.59
Supervisor/Mgr	177.21	172.2
Staff	461.54	497.23
Total	713.09	748.02
	130.111206	128.2425604

			2016							
Prior year fee			\$ 66,962							
				2017	2018	2019	2020	2021	Total	Difference
					3.50%	3.50%	3.50%	3.50%		vs. target
	Current Proposal		\$ 96,000	\$ 99,360	\$ 102,838	\$ 106,437	\$ 110,162	\$ 114,796.72		
	Dollar change		\$ 29,038	\$ 3,360	\$ 3,478	\$ 3,599	\$ 3,725			
	Alternate phase-in		14.70%	14.70%	14.70%	14.70%	14.70%			
			\$ 76,806.01	\$ 88,097.18	\$ 101,048.25	\$ 115,903.24	\$ 132,942.05	\$ 514,796.72		(0.00)
	Dollar change		\$ 9,844.01	\$ 11,291.17	\$ 12,951.07	\$ 14,854.99	\$ 17,038.81			

James Marta CPA, CGMA, ARPM: Partner
James Marta & Company LLP
Certified Public Accountants
 701 Howe Avenue, STE E3
 Sacramento, CA 95825

www.jpmpcpa.com

Phone: 916-993-9494
Fax: 916-993-9489

We are required by IRS Circular 230 to inform you that, unless expressly indicated, any federal tax advice contained in this or any communications from us, including attachments and enclosures, is not intended or prepared to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under Internal Revenue Code or (ii) promoting, marketing or recommending to any other party any tax-related matters addressed herein.

AGREEMENT FOR FINANCIAL ACCOUNTING AND CONSULTING SERVICES

This Agreement is made and entered into effective July 1, 2017, 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.

- 2. DESCRIPTION OF WORK.** James Marta & Company LLP agrees to perform the following services:
 - a. Prepare all bank reconciliations;
 - b. Process payables:
 - i. Receive and record all invoices;
 - ii. Obtain approval when necessary; and
 - iii. Prepare and issue checks per NCCSIF policy.
 - c. Process receivables:
 - i. Receive and record invoices;
 - ii. Receive and record payments; and
 - iii. Follow up delinquent accounts.
 - d. Maintain check registers of all applicable accounts and submit to Board in a timely manner;
 - e. Maintain general ledger - prepare and enter periodic adjusting entries;
 - f. Reconcile Investments and manage investment transfers;
 - g. Act as liaison between associated banks and/or investment agencies, as required;
 - h. Perform cash management — perform the required money transfers between accounts and/or financial institutions per the NCCSIF investment and banking policies;
 - i. Facilitate the annual financial audit:
 - i. Prepare audit schedules; and
 - ii. Coordinate audit fieldwork.

- j. Prepare quarterly and annual financial reports and attend Executive Committee and Board of Directors' meetings to discuss them; (in the event of scheduling conflicts, James Marta may meet with the Treasurer and provide the required reports and update and or send an alternate accountant to attend).
- k. Review quarterly financial reports with the Treasurer.
- l. Assist with budget preparation;
- m. Annually file the State Controller's Annual Report of Financial Transactions and Local Government Compensation Report with the State of California;
- n. Prepare special reports, as required; and annually prepare and submit to the Program Administrator a completed Conflict of Interest form.
- o. Attend Finance Committee meetings, as necessary
- p. Complete any other related duties as requested by a duly authorized official.
- q. Quarterly balance sheets and income statements
- r. Quarterly budget to actual financial reporting
- s. Quarterly claims reconciliation among the York reports, actuary reports and the general ledger
- t. Quarterly claims analysis reporting (graphs and reconciliation statements)
- u. 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:
 - i. Disaster recovery
 - ii. Physical and electronic data security
 - iii. Electronic data retention

James Marta & Company LLP will compile, from information you provide, the annual and interim balance sheets and the related statements of income, retained earnings, 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 balance sheet of Northern California Cities Self Insurance Fund as of [Year End(s)], and the related statements of income, retained earnings, 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)
- 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. The fee will be reviewed and agreed upon each year prior to commencement of the fiscal year. For this 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, of:

Intacct software subscription service fees:

- \$215 per month for the 2017-18 year. (\$2,580 per year)
- \$220 per month for the 2018-19 year. (\$2,640 per year)
- \$225 per month for the 2019-20 year. (\$2,700 per year)

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

FIDELITY BOND PREMIUM FOR PROTECTION OF EMPLOYEE THEFT OF CLIENT PROPERTY- \$2,000,000 payable in July each year.

- \$3000 for the 2017-18 year.
- \$3,105 for the 2018-19 year.
- \$3,215 for the 2019-20 year.

- 4. CONTRACT TERM.** The term of this Agreement shall be for thirty-six (36) months commencing July 1, 2017 through June 30, 2020. The 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: _____, 2017
**NORTHERN CALIFORNIA CITIES
SELF INSURANCE FUND (NCCSIF)**

Dated: _____, 2017
**James Marta & Company LLP
Certified Public Accountants**

Dave Warren
Board President

James Marta & Company LLP
Accountant and Financial Consultant

Accepted by:

NCCSIF Board Counsel Date
Byrne Conley



Agenda Item H.2.

**APPROVAL OF NCCSIF DEFENSE ATTORNEY LIST
FOR WORKERS' COMPENSATION**

ACTION ITEM

ISSUE: York Risk Services is recommending the addition of the following attorneys from Mullen & Filippi, LLP to the NCCSIF Defense Attorney Approved List for Workers' Compensation:

1. Ohnmar M. Shin, Senior Partner - Sacramento office
2. Serineh Karapetian, Associate Partner - Sacramento office
3. Medy F. Beauchane, Managing Partner - Chico office
4. Oscar L. Haro, Associate - Chico office

York is also recommending removal of Isaac Escobedo from Mullen & Filippi (M&F) from the NCCSIF Defense Attorney Approve List. Mr. Escobedo has two assigned files that will be transferred to Ohnmar Shin who is also in the Sacramento M&F office.

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.

Hourly rates for the firm are: \$185 for Attorneys, and \$110 for Paralegals.

ATTACHMENT(S):

1. Resume of Ohnmar M. Shin from Mullen & Filippi, LLP
2. Resume of Serineh Karapetian from Mullen & Filippi, LLP
3. Resume of Medy F. Beauchane from Mullen & Filippi, LLP
4. Resume of Oscar L. Haro from Mullen & Filippi, LLP
5. Policy and Procedure A-9: Attachment B Approved List of Counsel for Workers' Compensation

Office Location: Sacramento, CA 95815
1435 River Park Drive, Suite 300
Telephone: (916) 442-4503
Fax: (916) 442-1028

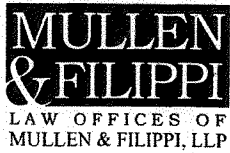
Practice Area: Workers' Compensation
Certified Specialist, Workers' Compensation

Education: B.A., University of California, Riverside, CA, 1994
Honors: Dean's List
J.D., Southwestern University School of Law, Los Angeles, CA, 1997
Honors: President, Asian Pacific American Law Students Association, 1995-1996;
Recipient of Public Interest Law Grant, 1996

Background: Admitted to Practice, California, 1997. Public Defender's Office, 1997-2001.
Practice of law specializing in Workers' Compensation Insurance Defense since
joining Mullen & Filippi in 2001.

Professional Affiliations and Bar Memberships:

California State Bar Association
Valley Industrial Claims Association (VICA) - Corresponding Secretary, 2010
Sacramento County Bar Association, Workers' Compensation Section, Secretary,
Treasurer, Vice President, President, 2009-2012



SERINEH KARAPETIAN
ASSOCIATE PARTNER
CERTIFIED SPECIALIST IN
WORKERS' COMPENSATION
skarapetian@mulfil.com

Office Location: Sacramento, CA 95815
1435 River Park Drive, Suite 300
Telephone: (916) 442-4503
Fax: (916) 442-1028

Practice Area: Workers' Compensation

Education: Serineh received her law degree from University of Pacific McGeorge School of Law in 2003. She earned her Bachelor of Arts degree in Sociology from the University of California, Los Angeles where she graduated with Honors in 1999. Serineh is fluent in Armenian and Farsi.

Background: Serineh Karapetian began her career with Mullen and Filippi in October of 2004. She was elevated to an Associate Partner five years later. Initially, Serineh practiced law in the area of workers' compensation representing applicants, which has given her a deeper insight and understanding of nuances, arguments and perspectives. She uses that knowledge and years of experience in defense to represent employers, public entities, third party administrators and carriers. Practice of law is not only Serineh's profession, it is also her passion.

Professional Affiliations and Bar Memberships:

Serineh is a member of the State Bar of California as well as a member of Sacramento County Bar Association. In fact, she has served on the board of Sacramento County Bar association for four years, including as the Bar's elected President in 2014.

Office Location:

Chico, CA 95926
196 Cohasset Road, Suite 240
Telephone: (530) 243-1133
Fax: (530) 343-1952

Practice Area:

Workers' Compensation
Certified Specialist, Workers' Compensation
Subrogation

Education:

B.A., Butte College, Chico, CA, 1996
Honors: AA - Administration of Justice; Paralegal Certification
J.D., Cal Northern School of Law, Chico, CA, 2001

Background:

Admitted to Practice, California, 2003. Admitted to U.S. District Court, Central District of California, 2004. Admitted to U.S. District Court, Eastern District of California, 2004. Admitted to U.S. District Court, Northern District of California, 2011. Admitted to U.S. District Court, Southern District of California, 2004. Ninth Circuit Court of Appeals. Law Offices of Lynn Hubbard, III, 1992 to 1996. Law Offices of Richard J. Keene, 1996 to 2004. Law Office of Medy F. Beauchane, 2004 to 2005. Grancell, Lebovitz, Stander, Reubens & Thomas, 2005 to 2012. Practice of law specializing in Workers' Compensation Insurance Defense since joining Mullen & Filippi in 2012.

Professional Affiliations and Bar Memberships:

Consumer Attorneys of California: 2004 - 2007
Board of Directors - Chico Economic Planning Corporation: 2009 - 2011
State Bar of California - Workers Compensation Section
State Bar of California - Litigation Section

Office Location: Chico, CA 95926
196 Cohasset Road, Suite 240
Telephone: (530) 243-1133
Fax: (530) 343-1952

Practice Area: Workers' Compensation
Subrogation

Education: B.S., California State University, Chico, CA, 2000
J.D., Cal Northern School of Law, Chico, CA, 2006

Background: Admitted to Practice, California, 2012. California State University, Chico - Student Services Professional, College of Business 2000-2008. California State University, Chico - Lecturer, College of Business and Leadership Studies 2005-2010. California State University, Chico - Associate Director, Chico Student Success Center 2008-2010. Butte County District Attorney - Special Deputy District Attorney 2012. Grancell Stander Chico - Associate Attorney 2012-2013. Practice of law specializing in Workers' Compensation Insurance Defense since joining Mullen & Filippi in 2014.

Professional Affiliations and Bar Memberships:

Workers' Compensation Section of the State Bar of California

NCCSIF ADMINISTRATIVE POLICY & PROCEDURE #A-9

**ATTACHMENT B - WORKERS' COMPENSATION
Approved List of Counsel**

Name of Law Firm	Attorneys
Law Offices of Tim Huber 935 University Ave. Sacramento, CA 95825 (916) 929-6400	Tim Huber
Hanna, Brophy, et al P.O. Box 255267 Sacramento, CA 95825 (916) 929-9411	Laurie Dunlap Russell O. Youmans (530) 224-5003 Redding
Laughlin, Falbo, Levy & Moresi LLP 250 Hemsted Drive, Suite 300 Redding, CA 96002 (530) 222-0268	Hank Slowik David V. Huscher
Hanna, Brophy, et al P.O. Box 491720 Redding, CA 96049	Russ Youmans Mike White Leslie Tuxhorn
Lenahan, Lee, Slater, & Pearse, LLP 1030 15 th Street Sacramento, CA 95814 (916) 443-1030	Gerald Lenahan Yolanda S.G. Tuckerman Christine M. Green Colin S. Connor Charleton S. Pearse Ira Clary Charles S. Templeton
Mullen & Filippi 1335 Buenaventura Blvd #106 Redding, CA 96001 (530) 243-1133	Lawrence P. Johnson
Matthew Brueckner Law Firm 608 29 th Street Sacramento, CA 95816 (916) 448-8816	Matthew Brueckner

NCCSIF ADMINISTRATIVE POLICY & PROCEDURE #A-9

**ATTACHMENT B - WORKERS' COMPENSATION
Approved List of Counsel**

Name of Law Firm	Attorneys
Mullen & Filippi, LLP 1435 River Park Drive, Suite 300 Sacramento, CA 95815 (916) 442-4503 ext. 1001 Email: iescobedo@mulfil.com oshin@mulfil.com skarapetian@mulfil.com	S. Isaac Escobedo, Esq. Associate Partner Ohnmar M. Shin, Senior Partner Serineh Karapetian, Associate Partner
Mullen & Filippi, LLP 196 Cohasset Road, Suite 240 Chico, CA 95926 (530) 243-1133 Email: mbeauchane@mulfil.com oharo@mulfil.com	Medy F. Beauchane, Managing Partner Oscar L. Haro, Associate

~~Revised September 29, 2016~~
[Revised May 18, 2017](#)



Agenda Item H.3.

MODIFICATIONS TO CJPRMA MEMORANDUM OF COVERAGE

INFORMATION ITEM

ISSUE: The NCCSIF Memorandum of Coverage (MOC) follows the form of the MOC issued by the group's excess coverage provider, CJPRMA. Each year CJPRMA notifies us of any upcoming changes to their MOC, and NCCSIF has the option of modifying its own MOC if the members do not want to adopt any of the changes.

RECOMMENDATION: None - information only at this time. The Program Administrators may have additional comments at the Board meeting, after attendance at the CJPRMA Board meeting where these changes will be discussed.

FISCAL IMPACT: None anticipated. Potential for reduced coverage for sewage spills into waterways.

BACKGROUND: NCCSIF has been a member of CJPRMA since FY 93/94 and has followed its coverage form, with very limited exceptions, since joining the group. Attached is a summary of the changes, prepared by CJPRMA legal counsel Byrne Conley, and a red-lined version of the changes to the MOC. The most significant changes are to the definition of a Covered Indemnity Contract, defining in more detail "routine governmental operations", and an exclusion for damages related to sewer backups into bodies of water. The MOC also specifies that drones are considered aircraft for the purposes of the aircraft exclusion.

ATTACHMENT(S):

1. Gibbons & Conley Memo dated April 28, 2017 with Summary of Changes to 17/18 CJPRMA MOC
2. Red-lined version of MOC changes

GIBBONS & CONLEY

MEMORANDUM

To: David Clovis, Craig Schweikard, **Date:** April 28, 2017
CJPRMA

From: A. Byrne Conley

Re: *MOC revisions*

This Memo is being forwarded with a red line, strikethrough version of the proposed Memorandum Of Coverage for 2017-2018, incorporating staff suggestions after review of the document with AON representatives. It also addresses some coverage issues that have come up recently. These are the substantive issues:

- Page 1, insert reference to Government Code section authorizing pooling.
- Page 1, specify that small drone aircraft are “aircraft” for purposes of exclusions.
- Page 2, define “routine governmental operations” for which contractual assumption of liability is covered. List examples automatically within definition, and permit staff to address others case-by-case in advance of the loss.
- Page 3, specify that additional covered party status is for not more than required by contract and does not expand coverage beyond terms of what is covered in the MOC.
- Page 5, tighten exclusion from Damages definition so that it is all wage claims by employees, not just EPL claims.
- Page 9, put in title for Fireworks Retained Limit so it is more prominent.
- Page 10, alternative “hammer” clause where Authority can tender amount necessary to settle and cap exposure if there is a dispute whether to settle a claim.
- Page 11, eliminate duplicate language (was supposed to be stricken when next paragraph added).
- Page 12, define “subsidence” for limit. [Question, should we reference earthquake? Limit it to property damage instead of bodily injury and property damage?]
- Page 12, added “bacterial pathogens” to mold sublimit.
- [Page 12, note we discussed defining Daycare Operations; but this affects the reinsurance layer, only and should be discussed with the reinsurer.]
- Page 15, add “failure to enter into” a contract to breach of contract exclusion.
- Page 16, add FLSA claims to labor disputes exclusion.
- Page 18, add reference to criminal acts in intentional acts exclusion.
- Page 18, define “land use planning” and “land use regulation” including examples.

- [Note, do we want to address taxi ordinances or otherwise address adoption and enforcement of municipal ordinances?]
- Page 20, narrowed sewer backup exception to pollution exclusion to backup into home or business, not discharge into public waterways.
- Page 21, add to pollution cleanup exclusion an explicit reference to citizen suits under the Clean Water Act.
- Page 27, add back in former language re arbitration, to be applied when determining how much a member gets to credit toward Retained Limit where there are multiple covered Members, or payment from an additional insured endorsement jointly for a Member and outside party. Also, provide that by mutual agreement the Authority and a covered party can agree to arbitrate coverage disputes, setting forth a procedure for doing so.

2017 - 2018 Memorandum of Coverage



**California Joint Powers
Risk Management Authority**

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CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

MEMORANDUM OF COVERAGE

PROGRAM YEAR: 2017-2018

This coverage document shall be in effect from July 1, 2017 through June 30, 2018.

In consideration of the payment of the deposit premium, the *Authority* agrees with the *covered parties* as follows:

SECTION I - COVERAGES

The *Authority* will pay up to the *limit of coverage* those sums for *ultimate net loss* in excess of the *retained limit* that the *covered parties* become legally obligated to pay as *damages* because of *bodily injury, property damage, personal injury, public officials errors and omissions* or *employment practices liability* as those terms are herein defined and to which this agreement applies, caused by an *occurrence* during the coverage period, except as otherwise excluded.

This Memorandum of Coverage does not provide insurance, but instead provides for pooled self-insurance pursuant to California Government Code section 990.8. This Memorandum is a negotiated agreement among the *members* of the *Authority* and none of the parties to the Memorandum is entitled to rely on any contract interpretation principles that require interpretation of ambiguous language against the drafter of such agreement. This Memorandum shall be applied according to the principles of contract law, giving full effect to the intent of the *members* of the *Authority*, acting through the Board of Directors in adopting this Memorandum. As the *Authority* is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have an obligation to provide "Cumis" counsel to a *covered party* in disputed coverage situations under California Civil Code section 2860. Finally, failure to provide notice to a *covered party* of any coverage dispute shall not operate to waive any of the provisions of this Memorandum.

SECTION II - DEFINITIONS

- 1) **Aircraft** means a vehicle designed for the transport of persons or property principally in the air. Aircraft includes Small Unmanned Aircraft as defined in 14 Code of Federal Regulations section 107.3.
- 2) **Airport** means an area of land or water used or intended to be used for the landing and taking off of *aircraft*; including an appurtenant area used or intended to be used for *airport* buildings or other *airport* facilities or right of way; and *airport* buildings and facilities located in any of these areas. "*Airport*" includes a heliport.

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- 3) **Authority** shall mean the California Joint Powers Risk Management Authority created by the JPA Agreement.
- 4) **Automobile** means a land motor vehicle, trailer or semi-trailer.
- 5) **Bodily injury** means *bodily injury*, sickness, disease or emotional distress sustained by a person, including death resulting from any of these at any time. *Bodily injury* includes *damages* claimed by any person or organization for care, loss of services or death resulting at any time from the *bodily injury*.
- 6) **Care, Custody or Control Hazard** includes all *property damage* to: (1) property that the *covered party* rents or occupies; (2) premises the *covered party* sells, gives away or abandons, if the *property damage* arises out of any part of those premises; (3) property loaned to the *covered party*; and (4) personal property in the care, custody or control of the *covered party*.
- 7) **Covered Indemnity Contract** means that part of any contract or agreement pertaining to the *covered party's* routine governmental operations under which the *covered party* assumes the tort liability of another party to pay for *bodily injury* or *property damage* to a third person or organization. This definition applies only to liability that would be imposed by law in the absence of any contract or agreement, arising out of an *occurrence* to which this Agreement applies. **Routine governmental operations include the Covered Party's lease of premises, easement or license agreement, use of facilities or equipment, mutual aid agreement, or other agreement approved by Authority staff in advance of the loss.**
- 8) **Covered party** means:
- (a) A *member entity* of the California Joint Powers Risk Management Authority. This includes all entities named in its declarations page, including any and all commissions, agencies, districts, authorities, boards (including the governing board) or similar entities coming under the entity's direction or control, or for which the entity's board members sit as the governing body, except a hospital board or commission, regardless of how such body is denominated.
 - (b) A member of a joint powers authority that is a *member entity* herein, which participates in said jpa's liability program. This includes all entities named in its declarations page, including any and all commissions, agencies, districts, authorities, boards (including the governing board) or similar entities coming under the entity's direction or control, or for which the entity's board members sit as the governing body, except a hospital board or commission, regardless of how such body is denominated.
 - (c) Any person or entity identified as a *covered party* holding a certificate of coverage duly issued by the *Authority*, for *occurrences* during the coverage period identified in the certificate of coverage; if a particular activity is identified in the certificate of coverage, the person or entity is a *covered*

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party only for occurrences arising out of the described activity. Coverage will not be broader than what the Member Entity is required to provide by the contract or agreement, nor for higher limits than required by the contract, nor broader than the coverage provided under this Memorandum.

- (d) Any person who is an official, *employee* or volunteer of a person or entity covered by (a), (b), or (c) herein, whether or not compensated, while acting in an official capacity for or on behalf of such person or entity, including while acting on any outside board at the direction of such person or entity, except a hospital board or commission, regardless of how such body is denominated. *Covered party* shall not include any person whose conduct is not within the course and scope of his or her employment or office with the *covered party* at the time of the act or acts that give rise to liability.
- (e) With respect to any *automobile* owned or leased by a *covered party* (described in (a), (b) or (c) above), or loaned to or hired for use by or on behalf of the *covered party*, any person while using such *automobile*, and any person or organization legally responsible for the use thereof, provided the actual use is with the express permission of the *covered party*, but this protection does not apply to:
 - 1) Any person or organization, or any agent or *employee* thereof, operating an *automobile* sales agency, repair shop, service station, storage garage or public parking place, with respect to an *occurrence* arising out of the operation thereof; or
 - 2) The owner or any lessee, other than the *covered party*, of any *automobile* hired by or loaned to the *covered party* or to any agent or *employee* of such owner or lessee.

This agreement does not provide uninsured or underinsured motorist coverage.

- (f) Notwithstanding sections (d) and (e) above, the defense and indemnity coverage afforded by this agreement to a past or present official, *employee* or volunteer of a *member entity* (described in (a) or (b) above) is not broader than the *member entity's* duty to defend and indemnify its official, *employee* or volunteer pursuant to California Government Code sections 815 to 815.3, 825 to 825.6, and 995 to 996.6, inclusive and any amendments thereof. If the *member entity* which employs the official, *employee* or volunteer is not obligated under the Government Code to provide a defense, or to provide indemnity, for a claim, or if said *member entity* refuses to provide such defense and/or indemnity to said official, *employee* or volunteer, then this agreement shall not provide for any such defense or indemnity coverage to said official, *employee* or volunteer. All immunities, defenses, rights and privileges afforded to a *member entity* under Government Code sections 815 to 815.3, 825 to 825.6, and 995 to 996.6, inclusive and any amendments

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thereof, shall be afforded to the *Authority* to bar any defense or indemnity coverage under this agreement to that *member entity's* official, *employee* or volunteer.

- (g) No person or entity is a *covered party* with respect to the conduct of any current or past partnership, joint venture or joint powers authority unless all members are *covered parties* under (a) or (b) herein. However, for any person (1) who is an official, *employee*, or volunteer of an entity covered by (a) or (b) herein, (2) who participates in the activities of any partnership, joint venture or joint powers authority (or any separate agency or entity created under any joint powers agreement by the named entity), and (3) who is acting for or on behalf of an entity covered by (a) or (b) herein at the time of the *occurrence*, then coverage is afforded by this agreement. Such coverage will be in excess of and shall not contribute with any collectible insurance or other coverage provided to the other joint powers authority, agency or entity.
- (9) **Dam** means any artificial barrier, together with appurtenant works, which does or may impound or divert water, and which either (a) is 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream, channel or watercourse, to the maximum possible water storage elevation; or (b) has an impounding capacity of 50 acre-feet or more.

Any such barrier which is not in excess of 6 feet in height, regardless of storage capacity, or which has a storage capacity not in excess of 15 acre-feet, regardless of height, shall not be considered a *dam*.

No obstruction in a canal used to raise or lower water therein or divert water therefrom, no levee, including but not limited to a levee on the bed of a natural lake the primary purpose of which levee is to control floodwater, no railroad fill or structure, and no road or highway fill or structure, no circular tank constructed of steel or concrete or both, no tank elevated above the ground, and no barrier which is not across a stream channel, watercourse, or natural drainage area and which has the principal purpose of impounding water for agricultural use shall be considered a *dam*.

No obstruction in the channel of a stream or watercourse which is 15 feet or less in height from the lowest elevation of the obstruction and which has the single purpose of spreading water within the bed of the stream or watercourse upstream from the construction for percolation underground shall be considered a *dam*.

The levee of an island adjacent to tidal waters in the Sacramento-San Joaquin Delta, as defined in California Water Code section 12220, even when used to impound water, shall not be considered a dam and the impoundment shall not be considered a reservoir if the maximum possible water storage elevation of the

impounded water does not exceed four feet above mean seal level, as established by the United States Geological Survey 1929 datum.

No noncircular tank, constructed of steel or concrete, or both, that is constructed in a county of the third class by a public agency, under the supervision of a civil engineer registered in the state, that does not exceed 75 acre feet in capacity or 30 feet in height, and no barrier that is not across a stream channel, watercourse, or natural drainage area and that has the principal use as a sewage sludge drying facility shall be considered a *dam*.

Nor shall any impoundment constructed and utilized to hold treated water from a sewage treatment plant be considered a *dam*. Nor shall any wastewater treatment or storage pond exempted from state regulation and supervision by California Water Code section 6025.5 be considered a *dam*.

- 10) **Damages** means compensation in money recovered by a party for loss or detriment it has suffered through the acts of a *covered party*. *Damages* include (1) attorney fees not based on contract awarded against the *covered party*, (2) interest on judgments, or (3) costs, for which the *covered party* is liable either by adjudication or by compromise with the written consent of the *Authority*, if the fees, interest or costs arise from an *occurrence* to which this coverage applies. *Damages* also include reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the *covered party*, which are assumed by the *covered party* in a *covered indemnity contract* where such attorney fees or costs are attributable to a claim for *damages* covered by this Memorandum.

~~*Damages with respect to employment practices liability*~~ shall not include those sums owed by a *covered party* to any employee or former employee as contract *damages*, any wages, salary, or benefit owed for work actually performed, or (whether prospective or retrospective) resulting from promotion or reinstatement, or any *damages* owing under an express contract of employment or an express obligation to make severance payments in the event of termination of employment.

Damages with respect to *employment practices liability* also shall not include amounts awarded under a labor grievance or arbitration pursuant to a collective bargaining agreement, nor sums paid pursuant to any judgment or agreement, whether injunctive or otherwise, to undertake actions to correct past discriminatory or unlawful conduct or to establish practices or procedures designed to eliminate or prevent future discriminatory or other unlawful conduct, or any non-monetary relief.

- 11) **Defense costs** means all fees and expenses incurred by any *covered party*, caused by and relating to the adjustment, investigation, defense or litigation of a claim to which this coverage applies, including attorney fees. *Defense costs* shall include adjusting expenses of a third party claims administrator which are specifically identifiable with a claim subject to this coverage.

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Defense costs shall not include:

- (a) the office expenses, salaries of *employees* or officials, or expenses of the *covered party* or the *Authority*;
 - (b) any fee or expense relating to coverage issues or disputes between the *Authority* and any *covered party*; or
 - (c) attorney fees, interest on judgments, or costs awarded to a prevailing plaintiff against the *covered party*.
- 12) **Discrimination** means an act or failure to act with respect to any present or former *employee* or applicant for employment with regard to compensation, terms, conditions, privileges or opportunities of employment because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation, or other protected category or characteristic established pursuant to any applicable federal, state or local statute or ordinance.
- 13) **Employee** means a person whose labor or services is engaged and directed by a *covered party* described in definition 8 (a), (b) or (c) above. This includes part-time, seasonal, and temporary labor or services, as well as any person employed in a supervisory, managerial or confidential position. *Employee* shall not include an independent contractor, volunteer or agent, and shall not include any person performing work pursuant to a court order in lieu of a fine or jail sentence.
- 14) **Employment Practices Liability** means liability arising from *discrimination*, *sexual harassment*, and/or *wrongful termination* claimed by an *employee*, former *employee* or applicant for employment of a *covered party*.
- 15) **Limit of coverage** shall be the amount of coverage stated in the declaration page or certificate of coverage for each *covered party* per *occurrence*, subject to any lower sublimit stated in this Memorandum. For each *occurrence*, there shall be only one *limit of coverage* regardless of the number of claimants or *covered parties* against whom a claim is made. If the *covered parties* have different limits of coverage, the highest limit for any party found liable by a final judgment will apply.
- 16) **Marina** means facilities which include floating docks, boat berthing spaces, marine fueling operations, marine repair facilities, storage facilities for boats and other related marine materials, and other related facilities in which berthing spaces are leased or rented to members of the public for berthing of their private boats. *Marina* includes all of such facilities beyond locking gates, fences or barriers barring access to non-lessees and within waterways enclosed by any breakwater or similar structure, and any repair and storage facilities wherever located.
- 17) **Medical malpractice** means the rendering of or failure to render any of the following services:

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- (a) medical, surgical, dental, psychiatric, psychological counseling, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or any services provided by a health care provider as defined in section 6146 (c), (2), (3) of the California Business and Professions Code.
- (b) furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

Medical malpractice does not include first aid administered by *employees*, nor does it include advice or services rendered by a 911 emergency dispatcher.

- 18) **Member Entity** means a signatory to the JPA Agreement creating the California Joint Powers Risk Management Authority.
- 19) **Nuclear material** means source material, special *nuclear material*, or byproduct material. "Source material", "special *nuclear material*", and "byproduct material" have the meanings given to them by the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 20) **Occurrence** means:
 - (a) with respect to *bodily injury* or *property damage*: an accident, including continuous or repeated exposure to substantially the same generally harmful conditions, which results in *bodily injury* or *property damage* neither expected nor intended from the standpoint of the *covered party*. *Property damage* that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the *occurrence* that caused it.
 - (b) with respect to *personal injury*, *public officials errors and omissions liability* and *employment practices liability*, respectively: an offense described in the definitions of those terms in this coverage agreement.
- 21) **Personal injury** means injury, other than *bodily injury*, arising out of one or more of the following offenses:
 - (a) false arrest, detention or imprisonment, or malicious prosecution;
 - (b) wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
 - (c) publication or utterance of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, or oral or written publication of material that violates a person's right of privacy.
 - (d) *discrimination* or violation of civil rights.

- (e) injury resulting from the use of reasonable force for the purpose of protecting persons or property.
- 22) **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, airborne particles or fibers, asbestos, lead and waste. Waste includes material to be recycled, reconditioned or reclaimed. The term *pollutants* as used herein does not mean potable water, agricultural water, water furnished to commercial users or water used for fire suppression.
- 23) **Property damage** means:
- (a) physical injury to tangible property, including all resulting loss of use of that property; or
 - (b) loss of use of tangible property that is not physically injured or destroyed.
- 24) **Public officials errors and omissions** means any actual or alleged misstatement or misleading statement or act or omission by any *covered party* (individually or collectively) arising in the course and scope of their duties with the *covered party* or claimed against them solely by reason of their being or having been public officials or *employees*, and which results in damage neither expected nor intended from the standpoint of the *covered party*.
- 25) **Retained limit** means the amount, identified in the applicable declaration or certificate of coverage, of *ultimate net loss* which the *member entity* must incur or become liable for before the *Authority* is obligated to make any payment, subject to the following:
- (a) For each *occurrence*, there shall be only one *retained limit* regardless of the number of claimants or *covered parties* against whom a claim is made. If the *covered parties* have different *retained limits*, the lowest *retained limit* of any party found liable will apply. Payment of the *retained limit* shall be apportioned among the *covered parties* in accordance with their proportionate shares of liability.
 - (b) If the payment is for a settlement, the *retained limit* shall be apportioned among the *covered parties*, in accordance with the respective parties' agreed upon or court-determined share of liability. In the event that the apportionment requires ~~arbitration~~ court-determination, the *covered parties* will pay all costs of the California Joint Powers Risk Management Authority in seeking such determination, including its attorney's fees in proportion to the court's determination of liability.
 - (c) In the event that a structured settlement, whether purchased from or through a third party or paid directly by the *covered party* in installments, is utilized in the resolution of a claim or suit, only the present value of the

agreed-upon payments (the present value cost of the structured settlement) shall be considered in determining satisfaction of the *covered party's retained limit*.

(d) The amount which the *covered party* must "incur or become liable for" so that the *retained limit* is satisfied and this coverage attaches may include sums paid on behalf of the *covered party* by:

- 1) A commercial insurance carrier because of a policy purchased by the *covered party*;
- 2) A commercial insurance carrier because of an additional insured endorsement issued to the *covered party*;
- 3) A self-insurance pooling joint powers authority which provides coverage to the *covered party*;

or

- 4) A party making payment because of a contractual indemnity agreement with the *covered party*.

In the event that one of the sources listed above provides indemnity coverage to the *covered party* and other defendant(s) in the claim or suit, only those sums paid on behalf of the *covered party* shall be used to satisfy the *retained limit*. If payment is for a settlement, payment will be allocated between the *covered party* and the other defendant(s) in accordance with their court-determined shares of liability, or in an allocation according to liability as agreed upon by the *covered party* and the *Authority*. In the event that the *covered party* and the *Authority* are unable to agree upon an allocation, the matter will be submitted binding arbitration for a determination of the respective shares of liability. This determination will be according to the procedures set forth in the California Code of Civil Procedure, each side to bear its own costs.

Fireworks Retained Limit

For any fireworks display or demonstration sponsored or controlled by the covered party, if the covered party has not secured an additional insured endorsement in its favor from the fireworks vendor's insurance or coverage provider with limits in an amount of at least \$5 million dedicated, project specific aggregate limit, the Retained Limit will not be satisfied by any payment by the insurance or coverage provider for the vendor (see Definition 25(d)), and must instead be paid by the covered party; and the applicable Retained Limit will be increased by 50% (fifty percent) for any claim(s) arising out of the fireworks display or demonstration.

26) **Sexual harassment** means unwelcome sexual advances and/or requests for sexual favors and/or other verbal or physical conduct of a sexual nature that: (1)

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are made a condition of employment; and/or (2) are used as a basis for employment decisions; and/or (3) create a work environment that is intimidating, hostile or offensive, or interfere with performance.

- 27) **Ultimate net loss** means the total of all *defense costs* incurred by the *covered parties* and all *damages* for which the *covered parties* are liable either by adjudication or by compromise with the written consent of the *Authority*, arising from an *occurrence* to which this coverage applies. However, *ultimate net loss* does not include defense expenses incurred by the *Authority* after the *Authority* assumes control of the negotiation, investigation, defense, appeal or settlement of any claim or proceeding. *Ultimate net loss* also does not include attorneys fees or costs awarded to the prevailing party in a suit except where such attorneys fees or costs are attributable to a claim for compensatory damages covered by this Memorandum.
- 28) **Wrongful termination** means termination of an employment relationship in a manner which is against the law and wrongful or in breach of an implied agreement to continue employment.

SECTION III - DEFENSE AND SETTLEMENT

The *Authority* shall have no duty to assume charge of investigation or defense of any claim. However, the *Authority*, at its own expense, shall have the right to assume the control of the negotiation, investigation, defense, appeal or settlement of any claim which the *Authority* determines, in its sole discretion, to have a reasonable possibility of resulting in an *ultimate net loss* in excess of the applicable *retained limit*. The *covered party* shall fully cooperate in all matters pertaining to such claim or proceeding.

If the *Authority* assumes the control of the handling of a claim, the *covered parties* shall be obligated to pay at the direction of the *Authority* any sum necessary for the settlement of a claim, or to satisfy liability imposed by law, up to the applicable *retained limit*.

No claim shall be settled for an amount in excess of the *retained limit* without the prior written consent of the *Authority* and the *Authority* shall not be required to contribute to any settlement to which it has not consented.

In the alternative, if a settlement demand acceptable to the *Authority* is not acceptable to the *covered party*, and the *Authority* tenders to the *covered party* an amount equal to the difference between the remainder of the *retained limit* and said settlement demand (or up to the applicable Limit of Coverage, whichever is less), then the *Authority's* agreement to indemnify or to pay on behalf of the *covered party* for the *ultimate net loss* hereunder shall be discharged and terminated, and the *Authority* shall have no further obligations with respect thereto.

SECTION IV - THE AUTHORITY'S LIMIT OF COVERAGE

The *limit of coverage* is the most the *Authority* will pay for *ultimate net loss* arising out of any *occurrence*, and the amount payable for *ultimate net loss* under this agreement shall be reduced by the amount of the *retained limit*. (For example, if the *covered party* has a \$40,000,000 *limit of coverage* and a \$500,000 *retained limit*, the *Authority* will pay not more than \$39,500,000 after exhaustion of the *retained limit*.) For each *occurrence*, there shall be only one *limit of coverage* regardless of the number of claimants or *covered parties* against whom a claim is made. ~~The *limit of coverage* for an additional *covered party* (including its officials, employees and volunteers) shall be the limit stated in its additional *covered party* certificate, regardless of the limit that applies to the *member entity*.~~

For any person or entity that is a covered party under Definition 8(c), or 8(c) and (d), pursuant to a certificate of coverage duly issued by the Authority, the limit of coverage will be the lower of: (1) the Limit stated in the Declarations page for the Member Entity; (2) any limit stated in the Additional Covered Party certificate or (3) the amount required to be provided by contract or agreement with the Member Entity.

Where this Agreement, or an endorsement or declaration, lists a "sublimit," that sublimit operates as the *limit of coverage*. (For example, if the *covered party* has a \$2,000,000 sublimit and a \$1,000,000 *retained limit*, the *Authority* will pay not more than \$1,000,000 after exhaustion of the *retained limit*.)

Should it appear to the Board of Directors that the total exposure for all claims in a program year may exceed a general aggregate limit for Pool D, the aggregate limit will be prorated between the *member entities*, on the basis of the *member entities'* respective premium contributions for the program year at issue. For purposes of determining whether the aggregate limit has been exhausted, the Board retains full discretion regarding placement of reserves, and payment of claims in order to equitably allocate the general aggregate limit. Once the general aggregate limit for such claims occurring during a program year has been exhausted, the *Authority* will have no further obligation to pay for covered ultimate net loss for such claims within Pool D, but this will not limit coverage which may be available within Pools B or C.

EPL Sublimit

A sublimit applies to *employment practices liability*. For any *claims* arising out of *employment practices liability*, the *limit of coverage* will be \$10,000,000 per *occurrence* all allegations by an *employee* or former *employee* or applicant for employment in the same *claim* shall be considered as one *occurrence* for the purpose of the *limit of coverage*. All *claims* by all *employees* or former *employees* or applicants for employment arising from the same act, policy, or course of conduct by a *covered party*

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shall be considered as one *occurrence* for the purpose of the *limit of coverage*. All *claims* which allege *employment practices liability* for *occurrences* extending to a duration of more than one coverage period shall be treated as a single *occurrence* arising during the first coverage period when the *occurrence* begins.

This sublimit for *employment practices liability* will further be subject to an annual aggregate limit, so that the \$10,000,000 *limit of coverage* is the most the *Authority* will pay for all *ultimate net loss* arising out of *employment practices liability* for any covered party (inclusive of its employees, commissions, agencies, districts, authorities or boards), as defined in Section II(8)(a) or (b) for any coverage year.

Subsidence Sublimit

For *bodily injury, property damage or personal injury* arising out of the subsidence of land or earth, the sublimit will be \$5,000,000 per *occurrence*. **Subsidence means the movement of land or earth, including, but not limited to, sinking or settling of land, earth movement, earth expansion and/or contraction, *landslide*, slipping, falling away, caving in, eroding, earth sinking, and earth rising or shifting or tilting.**

Fungal Pathogens Sublimit/Aggregate Limit

A sublimit applies to any loss, cost or expense directly or indirectly arising out of or related to exposure to “fungal pathogens,” whether or not there is another cause of loss that may have contributed concurrently or in any sequence to the loss. The sublimit will be \$10,000,000 per occurrence, subject also to a \$5,000,000 annual aggregate collectively in Pool D only, for all covered parties. The designated general aggregate limit of \$5,000,000 is the most the *Authority* will pay from Pool D because of such claims for all *covered parties*, combined, in any *program year*.

“Fungal pathogens” as used herein, shall mean any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including, but not limited to, mold, mildew, mycotoxins, spores, **bacterial pathogens**, or any biogenic aerosols.

Sexual Abuse – Daycare Operations Sublimit/Aggregate Limit

A sublimit applies to “sexual abuse” arising out of daycare operations. The sublimit will be \$10,000,000 per occurrence, subject also to a \$5,000,000 annual aggregate collectively in Pool D only, for all covered parties. The designated general aggregate limit of \$5,000,000 is the most the *Authority* will pay from Pool D because of such claims for all *covered parties*, combined, in any *program year*. All claims based on or arising out of “sexual abuse” as respects daycare operations by the covered party’s employee and/or volunteer, or more than one of the covered party’s employees and/or volunteers acting in concert, will be considered as arising out of one occurrence regardless of:

- (1) the number of persons sexually abused;
- (2) the number of locations where the sexual abuse occurred;
- (3) the number of acts of sexual abuse; or
- (4) the period of time over which the sexual abuse took place.

An occurrence which extends to a duration of more than one coverage period shall be treated as a single occurrence arising during the first coverage period when the occurrence began.

As used herein, “sexual abuse” means any actual or alleged criminal sexual conduct of a person or persons acting in concert, which causes physical and/or mental injuries. “Sexual abuse” includes sexual molestation, sexual assault, sexual exploitation or sexual injury.

Terrorism Sublimit/Aggregate Limit

A sublimit applies to any loss, cost or expense directly or indirectly arising out of any act or multiple, related acts of *terrorism*, regardless of any other cause or event contributing concurrently or in sequence to the loss. The sublimit will be \$10,000,000 per occurrence, subject also to a \$5,000,000 annual aggregate collectively in Pool D, only, for all covered parties. The designated general aggregate limit of \$5,000,000 is the most the Authority will pay from Pool D because of such claims for all *covered parties*, combined, in any program year

As used in this sublimit, “terrorism” shall mean any activity that:

- (1) is declared by any authorized governmental official to be or to involve “terrorism,” terrorist activity or acts of terrorism; or,
- (2) includes, involves or is associated with the use or threatened use of force, violence or harm to human life, tangible or intangible property, the environment, natural resources, or the infrastructure or includes, involves or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any biological, chemical, radioactive or nuclear agents, materials, devices or weapons, and
- (3) is intended, in whole or in part, to (i) intimidate, coerce, or frighten a civilian population; or (ii) disrupt or interfere with any segment of a local, national or global economy; or (iii) influence, disrupt or interfere with any government related operations, activities or policies; or (iv) promote, further or express opposition to any political, ideological, racial, ethnic, social or religious cause or objective.

Airports, Pollution, and Property of a Covered Party Sublimits/Aggregate Limits

Exclusions 2 (Airports), 27 (Pollution) and 29 (Property of a Covered Party) contain additional sublimits/aggregate limits.

SECTION V - COVERAGE PERIOD AND TERRITORY

This agreement applies to *bodily injury, personal injury, property damage, public officials errors and omissions* and *employment practices liability* which occurs anywhere in the world during the coverage period identified in the applicable declaration or certificate of coverage.

SECTION VI - EXCLUSIONS

(Captions provided for the exclusions are descriptive only and do not serve to either expand or limit coverage.)

This agreement does not apply to:

1) **Aircraft**

Claims arising out of the ownership, operation, use, maintenance or entrustment to others of any *aircraft* by a *covered party*. "Ownership, operation, use or maintenance" as used herein does not include static displays of *aircraft* in a park or museum setting.

2) **Airports**

Claims arising out of ownership, maintenance, management, supervision or the condition of any *airport*. However, this exclusion does not apply to *public officials errors and omissions* or *employment practices liability* coverage arising from the ownership, maintenance, management, supervision or the condition of any *airport*. Notwithstanding what is stated in the applicable declarations, *public officials errors and omissions* coverage described in this exception will be subject to a sublimit of \$5,000,000.

3) **Airshows**

Claims arising out of any air show sponsored or controlled by the *covered party*.

4) **Bid Specifications/Cost Overruns**

- (a) Claims arising out of estimates of probable cost or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.
- (b) Mechanic's lien claims, stop notice claims, change order claims, or similar claims by contractors for the value of services or materials provided; this exclusion extends to such claims however denominated, including claims of breach of oral or written contract, third-party beneficiary claims, quantum meruit claims, and/or open account claims.

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5) **Contractual Obligations**

Claims arising out of:

- (a) a failure to **enter into a contract, or failure to** perform or breach of a contractual obligation; or
- (b) *bodily injury* or *property damage* for which the *covered party* is obligated to pay *damages* by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for *damages*:
 - 1) assumed in a contract or agreement that is a *covered indemnity contract*, provided the *bodily injury* or *property damage* occurs subsequent to the execution of the contract or agreement; or
 - 2) that the *covered party* would have in the absence of the contract or agreement.

Notwithstanding this exclusion, the General Manager (or Board President or Vice President, in the absence of the General Manager) is granted authority to approve settlements involving promises to indemnify a co-defendant as part of the settlement. Any funds recovered from a co-defendant under such an agreement must be applied to *ultimate net loss* in addition to the *retained limit* before CJPRMA coverage is triggered.

6) **Damages Other Than Money**

Ultimate net loss arising out of relief, or redress, in any form other than money *damages*.

7) **Dams**

Claims arising out of partial or complete structural failure of a *dam* owned or operated by a *covered party*.

8) **Defamation**

Claims arising out of oral or written publication of material, if done by or at the direction of the *covered party* with knowledge of its falsity.

9) **Employment Liability**

Bodily injury to:

- (a) an *employee* of the *covered party* arising out of and in the course of:
 - 1) employment by the *covered party*; or

2) performing duties related to the conduct of the *covered party's* business.

(b) the spouse, child, unborn child or fetus, parent, brother or sister of the *employee* as a consequence of paragraph (a) above.

This exclusion applies to any obligation to share *damages* with or repay someone else who must pay *damages* because of the injury except under a *covered indemnity contract*.

This exclusion applies whether the *covered party* may be liable as an employer or in any other capacity.

10) **Employment Practices – Labor Disputes**

Under *employment practices liability*, to any potential or actual liability arising out of a lockout, strike, picket line, replacement or other similar action in connection with labor disputes or labor negotiations; or any liability arising from the failure to pay wages earned by an employee of a Covered Party, including but not limited to any claim or suit brought under the overtime compensation or minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C. 201 et seq., or any state or local law governing the payment of overtime compensation or minimum wage.

11) **Employment Practices – Workers' Adjustment and Retraining**

Under *employment practices liability*, to any liability arising out of the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state or local law.

12) **Elected Officials – Employees - Restitution**

Claims by any *covered party* against its own past or present elected or appointed officials, *employees* or volunteers, where such claim seeks *damages* or restitution payable to the *covered party*.

13) **Employee Benefit Plans**

Benefits payable under any *employee* benefit plan (whether the plan is voluntarily established by the *covered party* or mandated by statute) because of unlawful *discrimination*.

This exclusion applies whether the *covered party* may be liable as an employer or in any other capacity.

14) **Employment Benefits**

Any obligation under any workers' compensation, unemployment compensation or disability benefits law or any similar law.

This exclusion applies whether the *covered party* may be liable as an employer or in any other capacity.

15) **ERISA**

Claims arising out of the Employee Retirement Income Security Act of 1974 or any law amendatory thereof, or any similar law or liability arising out of fiduciary activities as respects *employee* benefits plans.

16) **Failure to Supply**

Claims arising out of the failure to supply or provide an adequate supply of gas, water, electricity, storm drainage or sewage capacity when such failure is a result of the inadequacy of the *covered party's* facilities to supply or produce sufficient gas, water, electricity, storm drainage or sewage capacity to meet the demand. This exclusion does not apply if the failure to supply results from direct and immediate accidental damage to tangible property owned or used by any *covered party* to procure, produce, process or transmit the gas, water, electricity, storm drainage or sewage.

17) **Fines, Penalties, Punitive Damages**

Fines, assessments, penalties, restitution, disgorgement, exemplary or punitive *damages*. This exclusion applies whether the fine, assessment, penalty, restitution, disgorgement, exemplary or punitive *damage* is awarded by a court or by an administrative or regulatory agency. "Restitution" and "disgorgement" as used herein refer to the order of a court or administrative agency for the return of a specific item of property or a specific sum of money, because such item of property or sum of money was not lawfully or rightfully acquired by the *covered party*.

18) **Firing Ranges**

Claims arising out of the private use of a firing range owned, operated or maintained by a *covered party* where such private use is sanctioned by the *covered party*, except where such use is by a covered individual as defined in definition (8) (d). This exclusion does not apply to such private use where all of the following conditions are met:

- (a) A qualified range master is present at all times while the firing range is being utilized;
- (b) The firing range is only provided for the additional use of law enforcement divisions of other public agencies, and police academies, herein defined as

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California P.O.S.T. (Peace Officers Standards & Training) Certified Basic Academies;

- (c) Any agency using the firing range has provided an indemnification agreement which assumes full responsibility by the user agency for all liability arising out of their activities; and
- (d) The user agency has provided liability coverage in an amount of not less than \$1,000,000 and has also provided a certificate of coverage which names the CJPRMA member as an additional covered party.

19) **Hospitals**

Claims arising out of ownership, maintenance, management, supervision or the condition of any hospital.

20) **Intentional Conduct**

Claims for injury or *damages* caused by intentional **or criminal** conduct done by the *covered party* with willful and conscious disregard of the rights or safety of others, or with malice. However, where the *covered party* did not authorize, ratify, participate in, consent to, or have knowledge of such conduct by its past or present *employee*, elected or appointed official, or volunteer, and the claim against the *covered party* is based solely on its vicarious liability arising from its relationship with such *employee*, official or volunteer, this exclusion does not apply to said *covered party*.

21) **Jumping/Propelling Activities**

Claims arising out of bungee jumping or propelling activities sponsored, controlled or authorized by a *covered party*.

22) **Land Use**

Claims arising out of or in connection with land use regulation, land use planning, the principles of eminent domain, condemnation proceedings or inverse condemnation by whatever name called, and whether or not liability accrues directly against any *covered party* by virtue of any agreement entered into by or on behalf of any *covered party*. **Land use planning and land use regulation include the approval or disapproval of any land-use entitlement including but not limited to general plan amendments, zoning amendments, variances, permits, tract maps, development agreements, owner-participation agreements, or disposition-and-development agreements; the approval or disapproval of any rent control ordinance, outdoor advertising ordinance, or adult bookstore ordinance; or the approval or disapproval of the operation of a marijuana dispensary, any ordinances governing that activity, and any and all enforcement efforts.**

23) **Marinas**

Claims arising out of:

- (a) or connected with *property damage* to private vessels or craft while present at or in a *marina* owned, operated or controlled by a *covered party* whether or not the vessel or craft is docked, moored or underway; or
- (b) *bodily injury* or *property damage* occurring on, in or about any boat owned or operated by the *covered party* (whether such vessel is being operated or has broken away from any dock or mooring) while present at or in a *marina* owned, operated or controlled by a *covered party*.

24) **Medical Malpractice**

Claims arising out of any professional *medical malpractice* (1) committed by a doctor, osteopath, chiropractor, dentist or veterinarian, or (2) committed by any health care provider (as defined in Business & Professions Code Section 6146(c) (2)) working for any hospital or hospital operated out-patient, in-patient or other clinic at the time of the *occurrence* giving rise to the loss. This exclusion shall not apply, however, to any injury arising out of emergency medical services rendered or which should have been rendered to any person or persons during the coverage period by any duly certified emergency medical technician, paramedic, or nurse who is employed by or acting on behalf of any *member entity* to provide such services, but is not employed at a hospital, clinic or nursing home facility.

25) **Multi Passenger Vehicles**

Claims arising out of the ownership, operation, maintenance or use of any vehicle (1) with over 30 passengers seats or carrying over 30 passengers and (2) which is owned, operated, maintained or used by any transit authority, transit system or public transportation system owned or operated by or on behalf of the *covered party*.

26) **Nuclear Material**

Claims arising out of the hazardous properties of *nuclear material*.

27) **Pollution**

Claims which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of *pollutants* at any time.

- (a) This exclusion does not apply to fire fighting activities, including training burns, or intentional demolition or burns for the purpose of limiting a fire, or the discharge of *pollutants* for the purpose of controlling a fire; or to police

use of mace, oleoresin capsicum (O.C.), pepper gas or tear gas; or to weed abatement or tree spraying.

- (b) This exclusion does not apply to claims arising from sudden and accidental sewer backups **into a home or business, but this extension of coverage does not apply to backups, overflow or runoff into public waterways.** Notwithstanding what is stated in the applicable declarations, the *limit of coverage* for claims described in this exception will be subject to a sublimit of \$5,000,000.
- (c) This exclusion does not apply to claims arising from the sudden and accidental discharge, dispersal, release, or escape of chlorine and other chemicals (gas, liquid or solid) which are being used or being prepared for use in fresh or wastewater treatment or in water used in swimming pools, wading pools or decorative fountains. Notwithstanding what is stated in the applicable declarations, the *limit of coverage* for claims described in this exception will be subject to a sublimit of \$5,000,000.
- (d) This exclusion does not apply to claims arising from materials being collected as part of any drop-off or curbside recycling program implemented and operated by the *covered party*; if the materials have not been stored by the *covered party* or *parties* for a continuous period exceeding ninety (90) days. Notwithstanding what is stated in the applicable declarations, the *limit of coverage* for claims described in this exception will be subject to a sublimit of \$5,000,000.
- (e) This exclusion does not apply to sudden and accidental discharges of *pollutants* occurring during the transportation or deposit of materials as part of garbage collection activities. However, the exclusion does apply after *pollutants* have been deposited at a landfill or garbage dump.
- (f) This exclusion does not apply to *bodily injury* or *property damage* arising from activities of the *covered party* to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize *pollutants*, but this exception will not apply to *bodily injury* or *property damage* caused by *pollutants* on or arising from premises, equipment or locations under the control of the *covered party*.
- (g) This exclusion does not apply to sudden and accidental discharges of *pollutants* from premises owned or controlled by a *Covered Party* as described in Definition 8(a) or (b) if the discharge is discovered within ten (10) days of the *occurrence* and reported to the *Authority* within thirty (30) days of discovery. Notwithstanding what is stated in the applicable declarations, the *limit of coverage* for claims described in this exception will be subject to a sublimit of \$5,000,000.

As used in paragraphs (b), (c), (e) and (g) above, “sudden” means abrupt or immediate, and occurring within a period not exceeding twenty-four (24) hours; “accidental” means causing harm neither expected nor intended by a *covered party*.

Notwithstanding what is stated in the applicable declarations, any liability arising out of the actual, alleged or threatened exposure to asbestos or lead, which is covered by an exception within this exclusion, shall be subject to a sublimit of \$5,000,000.

28) **Pollution Clean Up**

Any loss, cost or expense, including *defense costs*, arising out of any:

- (a) request, demand or order that any *covered party* or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of *pollutants*; ~~or~~
- (b) claim or suit by or on behalf of a governmental authority for *damages* because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of *pollutants*; ~~or~~
- (c) claim or suit brought under the Clean Water Act, including state or federal enforcement actions under 33 U.S. Code sections 1319, et seq.; citizen suits brought under sections 1365, et seq.; or state enforcement actions brought under the California Water Code sections 13385, et seq.; or claims or suits brought under any similar law relating to discharge permit violations.

29) **Property of a Covered Party**

Property damage to:

- (a) property owned by the *covered party*;
- (b) property rented to or leased to the *covered party* where it has assumed liability for damage to or destruction of such property, unless the *covered party* would have been liable in the absence of such assumption of liability; or
- (c) *aircraft* or watercraft in the *covered party's* care, custody or control.

Notwithstanding what is stated in the applicable declarations, the *limit of coverage* for any *property damage* not excluded by the language of this exclusion, but which is described in the *care, custody or control hazard*, shall be subject to a general aggregate limit within Pool D only. The designated general aggregate limit of \$5,000,000 is the most the *Authority* will pay from Pool D for all *ultimate net loss*

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described in the *care, custody or control hazard* for all *covered parties*, combined, in any program year.

30) **Public Officials Errors & Omissions – Fiduciary Liability**

Under *public officials errors and omissions* coverage, claims (including emotional distress claims) arising from the *covered party's* activities in a fiduciary capacity including but not limited to those with respect to: (a) property, including related operations, in which the *covered party* is acting in a fiduciary or representative capacity; (b) a pension, welfare, profit sharing, mutual or investment trust fund or trust, benefit plan or similar activity in a fiduciary capacity; (c) the issuance, management of proceeds or repayment of bonds, notes or other debt instruments by any insured or any agent acting on behalf of such insured; or (d) the purchase, transfer or sale of any securities by any insured or agent acting on behalf of such insured.

31) **Public Officials Errors & Omissions – Bodily Injury or Property Damage**

Under *public officials errors and omissions* coverage, *bodily injury, personal injury*, or physical injury to tangible property, including all resulting loss of use of that property.

32) **Racing Contests**

Claims arising out of *automobile* or motorcycle drag racing, speed racing, or similar speed contests sponsored, controlled or participated in by a *covered party*.

33) **Reasonable Accommodation**

Any expense or cost incurred by a *covered party* arising from reasonable accommodation of any disabled person, including any *employee*.

34) **Refunds/Restitution**

Refund or restitution of taxes, fees or assessments.

35) **Reimbursement of Money**

Claims for refund, reimbursement or repayment of any monies to which a *covered party* was not legally entitled.

36) **Transit Authorities**

Claims arising out of the operation of vehicles by or on behalf of any transit authority, transit system, or public transportation system owned or operated by a *covered party*, unless the vehicles are owned or leased by the *covered party* and driven, maintained, and supervised by *employees* of the *covered party*. However, this exclusion does not apply to *public officials errors and omissions* coverage

arising from the operation of any transit authority, transit system, or public transportation system.

37) **Tumbling Devices**

Claims arising out of the ownership, maintenance or use of any trampoline or any other rebound tumbling device.

38) **Uninsured/Underinsured Motorists**

Uninsured or underinsured motorist coverage.

39) **Watercraft**

For any motorized watercraft owned, operated, rented, or loaned to a *covered party*, to (1) *bodily injury* or *property damage* arising out of the use of watercraft unless such use is by an entity *employee* acting within the course and scope of employment; and (2) to watercraft being used to carry persons or property for a charge. Charge, as used herein, includes any payment or fee, including a donation. Use includes operation and loading or unloading. Use does not include static displays of watercraft.

40) **Willful Violation of Statute**

Claims arising out of the willful violation of a statute or ordinance committed by the *covered party* or with its consent.

SECTION VII - CONDITIONS

1) **Covered party's Duties in the Event of Occurrence, Claim or Suit**

(a) The *covered party* shall notify the *Authority* within 30 days upon receipt of notice of a claim, or the setting of a reserve on any claim or suit including multiple claims or suits arising out of one *occurrence*, such claim or reserve amounting to fifty percent or more of the *retained limit*, Title 42 USC 1983 cases in which a complaint has been served and the plaintiff is represented by legal counsel or with reserves of twenty-five percent or more of the *retained limit*, or regardless of reserve, any claim involving:

- 1) one or more fatalities;
- 2) loss of a limb;
- 3) loss of use of any sensory organ;
- 4) quadriplegia or paraplegia;
- 5) third degree burns involving ten percent or more of the body;
- 6) serious facial disfigurement;

- 7) paralysis; or
- 8) closed head injuries.

Written notice containing particulars sufficient to identify the *covered party* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the *covered party* and of available witnesses, shall be given by or for the *covered party* to the *Authority* or any of its authorized agents as soon as possible.

- (b) The *covered party* shall notify the *Authority* within 30 days upon receipt of lawsuit containing allegations involving *employment practices liability*. Where any lawsuit is reported after the 30 day period as required by this provision, all *defense costs* incurred prior to the date of late reporting will not constitute covered *ultimate net loss* eroding the *self insurance retention*. The *covered parties* shall cooperate in an early review of *employment practices liability* claims or suits with counsel appointed by the *Authority* at the expense of the *Authority*.
- (c) If claim is made or suit is brought against the *covered party* and such claim or suit falls within the description in paragraph (a) above, the *covered party* shall be obligated to forward to the *Authority* every demand, notice, summons or other process received by it or its representative.
- (d) The *covered party* shall cooperate with the *Authority* and upon its request assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the *covered party* because of *bodily injury, personal injury, property damage or public officials errors and omissions* with respect to which coverage is afforded under this Agreement; and the *covered party* shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- (e) The *Authority* shall be entitled to complete access to the *covered party's* claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The *covered party* shall be responsible to report on the progress of the litigation and any significant developments at least quarterly to the *Authority*, and to provide the *Authority* with simultaneous copies of all correspondence provided to the *covered party* by its defense attorneys and/or agents.

2) **Action Against Authority/Subrogation**

- (a) No action shall lie against the *Authority* with respect to the coverages and related provisions defined in the Memorandum of Coverage (Memorandum) for the *Automobile/General Liability Program* unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the Memorandum, nor until the amount of the *covered party's* obligation to

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pay shall have been finally determined either by judgment against the *covered party* after actual trial or by written agreement of the *covered party*, the claimant and the *Authority*. Any person or organization or the representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under said Memorandum to the extent of the coverage afforded by said Memorandum. No person or entity shall have any right under said Memorandum to join the *Authority* as a party to any action against the *covered party* to determine the *covered party's* liability, nor shall the *Authority* be impleaded by the *covered party* or its legal representative.

(b) The *Authority* shall be subrogated to the extent of any payment hereunder (including all *ultimate net loss* incurred) to all the *covered party's* rights of recovery thereof, and the *covered party* shall do nothing after loss to prejudice such right and shall do everything necessary to secure such right. Any amount so recovered shall be apportioned as follows:

- 1) The *Authority* shall be reimbursed first to the extent of its actual payment thereunder. If any balance then remains unpaid, it shall be applied to reimburse the *covered party*.
- 2) The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted by the *Authority*, it shall bear the expenses thereof.

3) **Bankruptcy or Insolvency**

Bankruptcy or insolvency of the *covered party* shall not relieve the *Authority* of any of its obligations hereunder.

4) **Other Coverage**

If insurance or any other coverage with any insurer, joint powers authority or other source respectively is available to the *covered party* covering a loss also covered hereunder (whether on primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such other insurance or coverage. This coverage shall be in excess of, and shall not contribute with, any insurance or coverage designed to cover the operator of an *automobile* or watercraft. This coverage shall be in excess of, and shall not contribute with, any insurance or coverage which names a *covered party* herein as an additional *covered party* or additional insured party, where coverage is extended to a loss also covered hereunder.

This "other coverage" paragraph shall not operate to increase the *covered party's retained limit* or the *Authority's limit of coverage* under this Memorandum because of any coverage afforded to the *covered party* by the Employment Risk Management Authority.

Memorandum of Coverage
Effective: 07/01/2017

5) **Severability of Interests**

The term *covered party* is used severally and not collectively, but the inclusion herein of more than one *covered party* shall not operate to increase the limits of the *Authority's* liability or the *retained limit* applicable per *occurrence*.

6) **Accumulation of Limits**

An *occurrence* which extends to a duration of more than one coverage period shall be treated as a single *occurrence* arising during the first coverage period when the *occurrence* begins.

7) **Termination**

This Agreement may be terminated at any time in accordance with the Bylaws of the *Authority*.

8) **Changes**

Notice to any agent or knowledge possessed by any agent of the *Authority* or by any other person shall not affect a waiver or a change in any part of this Memorandum of Coverage, nor shall the terms of this Memorandum of Coverage be waived or changed, except by endorsement issued to form a part of this Memorandum of Coverage.

9) **Reduction of Limits**

In the event of reduction or exhaustion of the *retained limit* applicable to the *covered party* by reason of losses paid thereunder, this coverage shall (a) in the event of reduction pay the excess of the reduced underlying *retained limit*, or (b) in the event of exhaustion continue in force as underlying coverage. In no event shall the coverage apply until the *retained limit* is exhausted through the payment of *defense costs*, judgments and/or settlements to which the *Authority* has agreed.

10) **Coverage Disputes**

The General Manager shall make the initial determination whether to deny coverage on all or part of a claim, or to reserve the *Authority's* right to deny coverage on all or part of a claim, if a loss subsequently exceeds the *retained limit*.

A decision by the General Manager to deny coverage can be appealed to the Board of Directors. Notice of such appeal shall be submitted in writing within thirty (30) calendar days of the date of the General Manager's written notice of decision.

The appeal shall be considered by the Board of Directors at the next regular or special meeting following receipt of the written appeal; if the appeal is received too

late for inclusion in the agenda packet, it can be postponed to the next following Board meeting. The General Manger and the *covered party* will have the right to submit written materials and present oral argument to the Board, subject to reasonable time constraints.

Within sixty (60) days following any denial of coverage by the Board, the *covered party* may request, in writing, that the *Authority* initiate a declaratory relief action in Superior Court for a determination of the coverage matter. The declaratory relief action shall be initiated in the County of the *Authority's* home office, unless the *Authority* and *covered party* agree on a different venue.

Any determination by the Executive Committee, and by the Board of Directors if the matter is appealed to the Board of Directors, whether a Covered Party has breached parts (1)(a) or (b) of these Conditions concerning notice of a claim, and any determination whether the *Authority* has been prejudiced by that breach, so that this coverage does not apply, comes within the sole discretion of the Executive Committee and Board of Directors, respectively. Such determinations shall be conclusive, final and binding and shall not be the subject of any further review, whether by declaratory relief action or otherwise.

Under no circumstances shall the Authority be liable for consequential damages, "bad faith" damages, or any sums beyond the amounts due under Section I – Coverages, plus interest at the same rate as the Authority earned on investments for the time period involved.

11) Arbitration of Coverage Disputes

(a) Coverage Determinations

Determinations regarding allocation of funds spent in settlement or defense of claims, for purposes of determining satisfaction of the Retained Limit under Definition 25, shall be subject to binding arbitration as set forth below. Additionally, the *Authority* and *covered parties* by mutual agreement may agree to submit any other coverage dispute to binding arbitration in the alternative to the procedure set forth in Section VII(10) above.

1) Selection of Arbitrators

If an appeal of a Board decision is submitted to arbitration, each side shall, within ten (10) calendar days, select one (1) arbitrator and submit his or her name in writing to the other side. Within ten (10) calendar days after their selection, these two arbitrators shall select a third independent arbitrator. If the two sides cannot agree on the selection of the third arbitrator within ten (10) calendar days, either side may petition the Alameda County Superior Court for the appointment of the third arbitrator pursuant to the provisions of section 1281.6 of the California Code of Civil Procedure. The third arbitrator shall be an

Memorandum of Coverage
Effective: 07/01/2017

attorney and preside as the Chairperson of the arbitration panel. No arbitrator shall be employed or affiliated with the *Authority* or the *covered party* or *parties*.

The arbitration hearing shall commence within forty-five (45) calendar days from the date of the selection of the Chairperson, unless both sides agree to an extension.

Each side shall pay the cost of its selected arbitrator and one-half of the cost of the third selected arbitrator. In addition, each side shall be responsible for its own cost and expense of arbitration.

Except for notification of appointment and as provided in the California Code of Civil Procedure, there shall be no communication between the parties and the arbitrator(s) relating to the subject of the arbitration other than at oral hearings.

2) **Discovery**

The procedures set forth in Code of Civil Procedure section 1283.05 relating to depositions and discovery shall apply to any arbitration pursuant to this paragraph (b).

3) **Testimony Under Oath**

The testimony of witnesses shall be given under oath.

4) **Length of Hearing**

The panel will endeavor to confine the length of the hearing to two (2) days. A decision of the panel shall be reported in writing. The written decision of the panel shall be given to both sides within thirty (30) calendar days of the close of the hearing.

5) **Certified Shorthand Reporter**

Either side wishing a certified shorthand reporter record shall make arrangements directly with a certified shorthand reporter and notify the other side of such arrangements in advance of the hearing. The requesting side shall pay the cost of recording the hearing if no transcript is ordered. If a transcript is ordered, the cost of the transcript and of recording the hearing shall be prorated equally among the parties ordering copies.

(b) **Funding of Defense and Payment of Claims Pending Resolution of Dispute**

During the course of the arbitration proceedings provided herein, the *covered party* will be responsible for all fees and expenses for investigation, defense or litigation of a claim or lawsuit. In the event the arbitration panel determines that coverage applies for such *defense costs*, the *Authority* will reimburse the *covered party* as directed by the panel.

(c) **Effects of Arbitration Decisions**

All decisions on appeals, whether by the Board of Directors (after the time to request arbitration has expired) or by the arbitration panel, shall be final and binding upon the parties and shall not be subject to any further appeal or court action, except as provided in Code of Civil Procedures sections 1286.2 and 1286.4 (relating to fraud or corruption, etc.).

(d) **General Law**

Except as provided otherwise above, arbitration shall be conducted as provided in Title 9 of the Code of Civil Procedure (commencing with section 1280).

CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

PROGRAM YEAR 2016-2017

ENDORSEMENT NO. 1

Exclusions number 25 (Multi-Passenger Vehicles) and 36 (Transit Authorities), set forth in Section VI of the Memorandum of Coverage, are hereby modified by exempting therefrom the *member entity* listed below:

The school bus system operated by the Esparto Unified School District (YCPARMIA).

This endorsement is issued to:

1. The Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA)

This endorsement forms a part of the Memorandum of Coverage for the program year indicated above.

Effective date: July 1, 2016

July 1, 2016

Date



General Manager

CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

PROGRAM YEAR 2016-2017

ENDORSEMENT NO. 2

Exclusion number 39 (Watercraft), set forth in Section VI of the Memorandum of Coverage, is hereby modified by exempting therefrom **The City of Lodi**, subject to the following conditions:

- 1) The exemption is applicable to the pontoon boats utilized for the City's camera safari tours.
- 2) Everyone on the boats is required to wear Coast Guard approved floatation devices.
- 3) A Coast Guard "Masters Limited" certification must be completed.

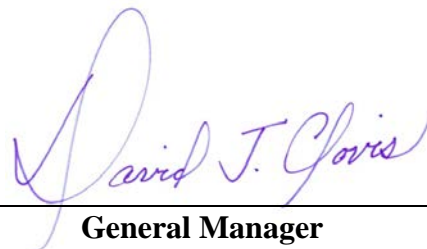
This endorsement is issued to: **The City of Lodi**

This endorsement forms a part of the Memorandum of Coverage for the program year indicated above.

Effective date: July 1, 2016

July 1, 2016

Date



General Manager

CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

PROGRAM YEAR 2016-2017

ENDORSEMENT NO. 3

With respect to any claims arising out of the ownership, maintenance, management, supervision or the condition of port facilities owned or controlled by the parties named below, there shall be no coverage in "Pool C" or "Pool D." Coverage in "Pool B" shall be excess of, and shall not contribute with, any insurance or coverage provided to the parties listed below by the insurer/coverage provider for any contractor (whether public or private) under contract to operate or service the port facilities. But coverage in "Pool B" shall not be excess of any insurance or coverage provided by or through the California Association of Port Authorities, the U.S. Ports & Terminal Operators Risk Purchasing Group, and shall instead apply (in excess of YCPARMIA's coverage) to satisfy part of the \$1 million Self Insured Retention under CAPA coverage.

This endorsement is issued to: **The Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA), and its member, the City of West Sacramento.**

This endorsement forms a part of the Memorandum of Coverage for the program year indicated above.

Effective date: July 1, 2016

July 1, 2016
Date


General Manager

CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

PROGRAM YEAR 2016-2017

ENDORSEMENT NO. 4

With respect to *bodily injury* or *property damage* arising out of, and caused by, a “Special Event,” the *Retained Limit* stated in the Declarations Page is amended to \$25,000.

For purposes of this Endorsement, “Special Event” means an event described below for which a third party (“Event Sponsor”), by written contract (including by permit agreement executed by the Event Sponsor), agrees to use facilities of the Covered Party for a specified period of time and activity, and agrees by the contract to indemnify and hold harmless the Covered Party from risk of loss arising from the event.

The indemnity and hold harmless agreement must provide that the Event Sponsor “agrees to indemnify and hold harmless [covered party] and its agents and employees from and against any injury, damage, claims, actions or suits arising out of the [Special Event], including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify [covered party] from and against any injury, damage, claims, actions or suits arising out of or connected with the [special event].”

“Special event” includes:

1. Aerobics – Jazzercise demonstrations
2. Animal Acts/Shows (not Zoos or Circuses)
3. Antique Shows
4. Art Festivals
5. Art Shows
6. Auctions
7. Automobile Shows
8. Awards Presentations
9. Ballets
10. Banquets
11. Bazaars
12. Beauty Pageants
13. Bingo/Casino games
14. Block Parties, including those with Street Closures
15. Boat Shows

16. Body Building Contests
17. Business Meetings
18. Business Shows
19. Carnivals (not including mechanized rides)
20. Casino and Lounge Shows
21. Charity benefits, auctions and sales; fund raisers
22. Civic clubs and group meetings
23. Community Fairs
24. Concerts with total attendance of less than 1500
25. Consumer Shows
26. Conventions in Buildings
27. Craft Shows
28. Dance Shows/Recitals
29. Dances and Parties (except with Rap or Heavy Metal)
30. Debutante Balls
31. Dinner Theater
32. Dog Shows
33. Drill Team exhibitions
34. Educational exhibitions
35. Electronics Conventions
36. Ethnic Fairs or Celebrations
37. Evangelistic meetings
38. Expositions
39. Farmers' Markets
40. Fashion Shows
41. Fishing Shows or contests
42. Flea Markets
43. Flower Shows
44. Food concessions
45. Garden Shows
46. Graduations
47. Harvest Festivals
48. Holiday Shows
49. Home Shows
50. Horse Shows
51. Housing Shows
52. Instructional Classes
53. Job Fairs
54. Ladies Club events
55. Lectures
56. Livestock Shows
57. Luncheon Meetings
58. Mobile Home Shows
59. Musicals
60. Night Club Shows
61. Operas

62. Organized Sight Seeing Tours
63. Pageants
64. Parties with total attendance of less than 500
65. Picnics
66. Plays
67. Political Rallies
68. Proms
69. Quinceaneras
70. RV Shows
71. Religious Assemblies
72. Reunions
73. Rummage Sales
74. Scavenger Hunts
75. Scouting Jamborees
76. Seminars
77. Sidewalk Sales
78. Soap Box Derbies
79. Social Receptions or Gatherings
80. Speaking Engagements
81. Sporting events if non-professional, non-league, non-contact (bicycle races/rallies, equestrian events, golf, gymnastics, tennis, handball or racquetball, roller skating, handball, marathons, fun runs, 10K races, gymnastic competitions, ice skating shows, ski events)
82. Sporting events if non-professional, non-league, limited contact (baseball or softball, soccer, roller hockey, basketball)
83. Street Fairs
84. Swap Meets
85. Symphony Concerts
86. Teleconferences
87. Telethons
88. Theatrical Stage Performances
89. Trade Shows
90. Union Meetings
91. Vacation Shows
92. Voter Registration
93. Walk a Thons
94. Weddings and Receptions

“Special Event” does not include:

1. Aircraft/aviation events (static displays are not excluded)
2. All terrain boarding
3. Ballooning or balloon rides
4. Base jumping
5. Bouldering
6. Bungee Jumping

7. Carnival rides
8. Circuses
9. Concerts over 6 hours
10. Diving
11. Football (except passing camps with no contact drills)
12. Hang gliding/ parachuting/ parasailing
13. Jousting
14. Kayaking, rafting or canoeing in greater than Class 3 rapids
15. Lacrosse and Rugby
16. Mechanical amusement rides or services
17. Motorized sporting equipment including speed or demolition events
18. Mosh Pits
19. Mountain Biking
20. Parades
21. Power Boat Racing
22. Professional Sporting Activities: games, racing, or contest of a professional nature
23. Pyrotechnics or explosives
24. Rap or Heavy Metal concerts
25. Raves
26. Rock Climbing
27. Rodeo or Roping Events
28. Scuba Diving
29. Sporting events if part of a league
30. Sporting events if non-professional, full contact (football, ice hockey, rugby, boxing, wrestling, contact karate, contact martial arts)
31. Tractor or Truck Pulls
32. Trampolines
33. Zoos

Exclusion for participants. This endorsement does not apply to “bodily injury” or “property damage” to any person while practicing for or participating in any sports or athletic contest or exhibition, or while performing in any concert, show, or theatrical event.

Exclusion for sale alcohol. This endorsement does not apply to “bodily injury” or “property damage” arising from or caused, in whole or in part, by the Covered Party or Event Sponsor furnishing alcoholic beverages for which consumers are specifically charged by a third party vendor or caterer.

This Endorsement does not apply to liability arising from *Public Officials Errors and Omissions*.

This Endorsement does not eliminate the operation of any Exclusion in the Memorandum of Coverage.

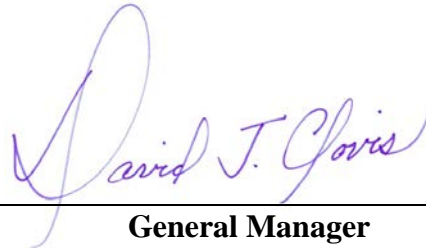
This endorsement does not provide drop down coverage or reduce the retained limit under the reinsurance program.

This Endorsement forms a part of the Memorandum of Coverage for the program year indicated above.

Effective date: July 1, 2016

July 1, 2016

Date



David J. Glavis

General Manager

CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

PROGRAM YEAR 2016-2017

ENDORSEMENT NO. 5

With respect to any claims arising out of the ownership, maintenance, management, supervision or the condition of port facilities owned or controlled by the party named below, there shall be no coverage.

This endorsement is issued to: **The City of Richmond**

This Endorsement forms a part of the Memorandum of Coverage for the program year indicated above.

Effective date: July 1, 2016

July 1, 2016

Date



General Manager



BACK TO AGENDA

**Northern California Cities Self Insurance Fund
Executive Committee Meeting
May 18, 2017**

Agenda Item H.4.

MEETING SCHEDULE AND TOPIC DISCUSSION

INFORMATION ITEM

ISSUE: Due to the conflict with CalPELRA Annual Conference this year (December 4 - 8, 2017), the Committee may consider changing the Long Range Planning meeting scheduled for December 7, 2017. The Executive Committee is asked to make suggestions for long range planning topics to present at the Board meeting to be held on December 7, 2017.

RECOMMENDATION: Provide direction on date and training topics.

FISCAL IMPACT: The cost of the meeting is included in the current NCCSIF Administration budget for meetings.

BACKGROUND: Historically the Board meeting in December alternates between a Training Day and a Long Range Planning session. The planning session must be done at least every three years to meet CAJPA accreditation standards. The last meeting in December 2016 was Training Day in combination with the Board of Directors meeting. The last planning session was in December 2014 (rain delayed to January 2015), so the meeting in December 2017 will be a planning session.

ATTACHMENT(S): None



Agenda Item H.5.

PRELIMINARY FY 17/18 NCCSIF ADMINISTRATION BUDGET

INFORMATION ITEM

ISSUE: The Executive Committee reviews and recommends to the Board the budget for the next fiscal year. Attached is the preliminary 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 17/18 budget.

Administrative Expenses

- The Claims Audits - Every year either the Liability or Workers' Compensation claims are audited. The Workers' Compensation claims audit was performed in FY 16/17. Budgeted expense of \$7,500 is allocated for a Liability Claims audit in FY 17/18.
- The Financial Audit amount has decreased 1% based on proposal.
- Legal Services have increased by \$7,000 based on increased number of coverage opinions.
- Actuarial Services are included at \$6,650 for liability and \$5,650 for WC, including the \$2,000 credit we receive from CSAC EIA for the WC actuarial each year.
- Computer Services has been moved to Accounting Services as it is part of James Marta and Company's contract for the Intacct Accounting System. The annual cost allocated for FY 17/18 is \$3,330, of which \$2,580 is for the accounting system and \$750.00 for e-check delivery.
- The budgeted expense for the CAJPA accreditation is \$4,500 and is due this FY 17/18. This occurs every three years.
- Fidelity Bonds are no longer needed for the Treasurer or Accountant, based on negotiated agreement with James Marta and inclusion of Treasurer and Marta on the NCCSIF coverage at no additional charge.
- *Accounting Services are expected to increase up to 43%, net of software re-classification.*
- Bickmore's services is the same as last year based on the current three-year contract.
- ACI - Wellness has been eliminated and the current budget has been allocated to the budget for Conferences and PARMA - renamed Member Training and Risk Management, with \$4,000 allocated to each member.



BACK TO AGENDA

**Northern California Cities Self Insurance Fund
Executive Committee Meeting
May 18, 2017**

Agenda Item H.5. (continued)

- State Funding/Fraud Assessment has been estimated to increase by 34%, or *10% from the actual expense for FY 16/17.*
- Program Administration costs have been increased 2% based on the fee schedule in the current program administration agreement.

RECOMMENDATION: Review and provide direction as needed - an information item only.

FISCAL IMPACT: Total administrative expenses are estimated to be \$1,251,290, a 4% increase over FY 16/17, not counting the increase in the State Fund Assessment, or 9% with the assessment increase. *Given the expected increase the Program Administrators will review the possibility of using available admin surplus to offset expenses.* Last year's increase was 2%.

BACKGROUND: None

ATTACHMENT(S): Preliminary FY 17/18 NCCSIF Budget

NORTHERN CALIFORNIA CITIES SELF INSURANCE FUND
PROPOSED ADMIN BUDGET
July 1, 2017 to June 30, 2018

				2017-18	2016-17		
EXPENSES:		WORK COMP	LIABILITY	TOTAL	PRIOR YEAR	\$ CHANGE	CHANGE
Administrative Expenses:							
Consultants							
52101	Claims Audit	\$0	\$7,500	\$7,500	\$8,000	(\$500)	-6%
52102	Financial Audit	\$13,311	\$13,311	\$26,622	\$27,000	(\$378)	-1%
52103	Legal Services	\$2,000	\$15,000	\$17,000	\$10,000	\$7,000	70%
52104	Actuarial Review	\$5,650	\$6,650	\$12,300	\$11,800	\$500	4%
52105	Computer Services			\$0	\$8,400	(\$8,400)	n/a
52106	CAJPA Accreditation (2018)			\$4,500	\$0	\$4,500	n/a
52107	Employee Dishonesty Bonds	\$0	\$0	\$0	\$1,100	(\$1,100)	-100%
52109	Misc. Consulting/Contingency	\$2,500	\$2,500	\$5,000	\$5,000	\$0	0%
	Total Consultant Expenses	\$23,461	\$44,961	\$72,922	\$71,300	\$1,622	2%
Safety Services:							
52204	Bickmore Onsite Risk Assessments	\$52,500	\$31,500	\$84,000	\$84,000	\$0	0%
52203	Bickmore Police Risk Mgmt Comm Training	\$3,950	\$3,950	\$7,900	\$7,900	\$0	0%
52204	Bickmore Risk Control Service Days	\$18,230	\$18,230	\$36,460	\$36,460	\$0	0%
52204	Bickmore Phone Consultation	\$9,300	\$9,300	\$18,600	\$18,600	\$0	0%
52204	Bickmore Newsletter	\$2,790	\$2,790	\$5,580	\$5,580	\$0	0%
52204	Bickmore Safety Training Coordination	\$7,440	\$7,440	\$14,880	\$14,880	\$0	0%
52204	Bickmore Meeting Preparation	\$4,650	\$4,650	\$9,300	\$9,300	\$0	0%
52214	OCCUMED Occupational Health Consulting			\$0	\$0	\$0	0%
52215	Online Risk Management Services			\$0	\$0	\$0	0%
52217	ACI - Wellness Optional	\$25,848	0	\$0	\$15,072	(\$15,072)	-100%
52201	Outside Training	\$15,000	\$15,000	\$30,000	\$30,000	\$0	0%
52202	Risk Mgmt Comm Mtg Expense	\$750	\$750	\$1,500	\$1,500	\$0	0%
52207	Member Training and Risk Management	\$50,000	\$38,000	\$88,000	\$72,600	\$15,400	21%
52208	Lexipol Law Enforcement Policy Manual Upd	\$15,903	\$116,643	\$132,546	\$132,546	\$0	0%
52209	Police Risk Management Funds	\$25,000	\$25,000	\$50,000	\$50,000	\$0	0%
	Total Safety Services Expenses	\$231,361	\$273,253	\$478,766	\$478,438	\$328	0%

moved as part of Accounting Services

Included in ACIP coverage

Will bill direct as needed

\$4,000 per member for RM

RMC recommendation

Claims Administration								
52302	Claims Administration Fee (Reports, etc.)	\$29,700	\$20,900	\$50,600	\$48,150	\$2,450	5%	One member added
	Claims Adjustment Fee*							
52303	Fraud Hotline	0	0	\$0	\$0	\$0		
52305	MPN Services	0	0	\$0	\$0	\$0		Actual 16/17 = \$205,152 Est. 10% increase
52304	State Funding/Fraud Assessment	\$225,667		\$225,667	\$168,000	\$57,667	34%	
	Total Claims Admininstration Expenses	\$255,367	\$20,900	\$276,267	\$216,150	\$60,117	28%	
Program Administration								Per contract Per proposal, including Intacct Software
52401	Program Administration and Brokerage Fee	\$137,957	\$165,548	\$303,505	\$297,556	\$5,949	2%	
52403	Accounting Services	\$49,665	\$49,665	\$99,330	\$66,962	\$32,368	48%	
	Total Program Admininstration Expenses	\$187,622	\$215,213	\$402,835	\$365,176	\$37,660	10%	
Board Expenses								
52501	Executive Committee	\$1,250	\$1,250	\$2,500	\$3,000	(\$500)	-17%	
52502	Executive Committee Member Travel	\$2,000	\$2,000	\$4,000	\$3,000	\$1,000	33%	
52503	Board of Directors Meetings (includes Trave	\$4,000	\$4,000	\$8,000	\$6,000	\$2,000	33%	
XXXXX	Board of Directors Long Range Planning Ses	\$1,000	\$1,000	\$2,000	\$2,000	\$0	0%	
52504	Association Memberships (PARMA, CAJPA, A	\$2,000	\$2,000	\$4,000	\$4,000	\$0	0%	
	Total Board Expenses	\$10,250	\$10,250	\$20,500	\$18,000	\$2,500	14%	
Other Administration Expenses - Not identified with above budget line items								Pending quote
52000	Administrative Expense	\$0	\$0	\$0	\$0	\$0	0%	
52001	Administration Expense - Other	\$0	\$0	\$0	\$0	\$0	0%	
52900	Member Identity Theft Protection**	\$11,500	0	\$11,500	\$11,500	\$0	0%	
	Total Other Admin	\$0	\$0	\$0	\$0	\$0	0%	
						\$0		
Total Admin Expenses		\$708,061	\$564,577	\$1,251,290	\$1,149,064	\$102,226	9%	
Net Loss/Admin Surplus Offset					TBD		0%	Possible offset TBD
						\$44,560	4%	Without State Fund Increase

* 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 18, 2017

Agenda Item H.6.

ROUND TABLE DISCUSSION

INFORMATION ITEM

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

RECOMMENDATION: None.

FISCAL IMPACT: None.

BACKGROUND: The item is to the Committee members for any topics or ideas that members would like to address.

ATTACHMENT(S): None.



BACK TO AGENDA

**Northern California Cities Self Insurance Fund
Executive Committee Meeting
May 18, 2017**

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. Glossary of Terms
2. NCCSIF Organizational Chart
3. NCCSIF 2017 Meeting Calendar
4. NCCSIF Vendor Services Matrix
5. NCCSIF Resource Contact Guide
6. NCCSIF Travel Reimbursement

GLOSSARY OF TERMS

Term	Definition
4850	Labor Code Section 4850 provide a special benefit for certain public employees who are essentially in safety and law enforcement positions.
AB 1234	Ethics Education for Local Officials
AB 1825	Harassment Prevention Training for Supervisors
Active Negligence	The party that was negligent took an active part in doing whatever caused the damage. For example, a city digging a hole and someone falls in
ACV (Actual Cash Value)	The amount equal to the replacement cost minus depreciation of a damaged or stolen property at the time of the loss. It is the actual value for which the property could be sold, which is always less than what it would cost to replace it.
Adhesion	When one party has greater power over the other party in drafting the contract (i.e. the provisions of the contract are prepared by one party --the insurer. The other party the insured does not take part in the preparation of the contract).
ATD (Aerosol Transmissible Diseases)	An epidemiologically significant disease that is transmitted via droplet or airborne route.
Aggregate	The term used to describe the cumulative amount of all losses for a period of time.
Aggregate Stop Loss	A financial arrangement with a JPA's excess carrier that caps the aggregate to a predetermined limit at which point the excess carrier would "drop down" and pay losses within the JPIA's SIR, or pooled layer.
AME (Agreed Upon Medical Examiner)	A medical provider who has been certified by the Division of Workers' Compensation by passing an administrative exam. An AME is selected (or agreed upon) by two parties in order to help resolve a dispute about a WC claim.
Aleatory	An insurance contract is aleatory meaning it is contingent on an uncertain event (a loss) that provides for unequal transfer of value between the parties.
ACIP (Alliant Crime Insurance Program)	Program offered by Alliant that created to bring the advantages of group purchase to public entities seeking very broad coverage for illegal acts committed by their employees while on the job.
APIP (Alliant Property Insurance Program)	The largest single property insurance placement in the world. Formed by Alliant Insurance Services in 1993 to meet the unique property insurance needs faced by public entities.
ADA (American Disability Act)	A federal law that prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communications, and governmental activities. The ADA also establishes requirements for telecommunications relay services. For the U.S. Equal Employment Opportunity Commission office (EEOC office) in your area, call 1-800-669- 4000 or 1-800-669-6820 (TTY).
Assessment company	Providing primarily fire and windstorm insurance for small towns and farmers (charge members a pro rata share of losses at the end of each policy period)
AIS (Associate in Insurance Services)	Professional designation awarded by the Insurance Institute of America (IIA) upon successful completion of four national exams, one specifically designed for this program and the three examinations in the IIA Program in General Insurance.
AGRIP (Association of Governmental Risk Pools)	A national organization of JPA's and public agency insurance pools. Formed for educational, information gathering and political lobbying purposes. Affiliated with PRIMA

GLOSSARY OF TERMS

ALCM (Associate in Loss Control Management)	A professional designation earned after the successful completion of five national examinations given by the Insurance Institute of America (IIA).
ARM (Associate in Risk Management)	A nationally recognized educational program for dedicated risk management professionals, developed by the Insurance Institute of America.
Attachment Point	The dollar amount of a loss where the next layer of insurance begins to pay for the loss.
Automobile Liability	Designed to afford bodily injury and property damage liability coverage associated with owned, non-owned and hired vehicles. May include medical payments, uninsured/underinsured motorists' liability coverages.
Automobile Physical Damage	Usually a first party coverage; however, some entities have "Bailment" or "care, custody and control" liability exposures such as garages, maintenance facilities that service vehicles of others, and parking lots
Best's Rating	A rating system that indicates the operating and financial condition of insurance companies. Information is developed and published annually by the A. M. Best company. Generally one looks for a company with a rating of A VII or better.
BOD/BD (Board of Directors)	Body of elected or appointed members who jointly oversee the activities of a company or organization.
BI (Business Interruption)	A form of insurance coverage that replaces business income lost as a result of an event that interrupts the operations of the business, such as fire or a natural disaster.
CAJPA (California Association of Joint Powers Authorities)	Performs regulatory and legislative lobbying as well as accreditation of Joint Powers Authorities to promote the financial stability of JPAs.
CIPRA (California Institute for Public Risk Analysis)	Organized to develop, analyze and disseminate information on risk management in California's public sector, especially self-insured entities and Joint Powers Authorities
CJPRMA (California Joint Powers Risk Management Authority)	CJPRMA provides the excess coverage to NCCSIF's Liability Program
CSAC (California State Association of Governments)	CSAC is a lobbying, advocacy and service organization representing the state's 58 counties at the state and federal level. Areas of focus include the state budget, health-care reform, corrections reform, transportation funding, water and climate change
CSAC-EIA (California State Association of Governments - Excess Insurance Authority)	CSAC-EIA is a member directed insurance risk sharing pool. The EIA has developed effective risk management solutions to help California public entities proactively control losses and prepare for different exposures. CSAC-EIA provides excess coverage to NCCSIF's workers' compensation pool.
CalTIP (California Transit Insurance Pool)	In 1986 the California Transit Association formed an insurance committee and authorized the preparation of a study of alternative methods of providing liability insurance coverage and began providing liability coverage in 1987.
Catastrophic Loss Reserve	A separate JPJA reserve account designated to pay losses without additional premium assessments to members.
CIC (Certified Insurance Counselor)	An insurance agent professional certification designation

GLOSSARY OF TERMS

CIH (Certified Industrial Hygienist)	CIH is a professional whose job it is to protect the health of workers and the general public. A CIH is educated, trained and certified to recognize health hazards, test the environment for those hazards and determine when they pose a risk to those who might be exposed to them.
CPCU (Chartered Property Casualty Underwriter)	CPCU is a professional designation in property-casualty insurance and risk management
Claim	A demand of a right. In general a demand for compensatory damages, resulting from the actions of another.
Claims Made	A provision of an insurance policy that requires it to pay only for claims presented during the policy period with no regard for when the action causing the claim took place. Typically, a claims-made form also includes a retroactive date setting the earliest date for which a covered occurrence can happen. (Also see "Occurrence")
C&R (Compromise and Release)	A type of settlement in which you receive a lump sum payment and become responsible for paying for your future medical care. A settlement like this must be approved by a workers' compensation judge.
Conditional	An insurance policy includes a number of conditions that both the insured and the insurer must comply with. (i.e. a covered loss occurs, the insured must notify the insurer about the loss and the insurer must use the valuation methods specified in the policy to settle the loss- thus the contract is conditional)
Conditions	Describe the responsibilities and the obligations of both the insured and the insurance company.
CL (Confidence Level)	An estimated probability that a given level of funding will be sufficient to pay actual claim costs. The higher a CL the greater the certainty the actuary has that losses will not exceed the dollar value used to attain the CL.
Contract	A legal agreement between two competent parties that promises a certain performance in exchange for a certain consideration.
Contract of Utmost Good Faith	As the insurance company relies on the truthfulness and integrity of the applicant when issuing a policy. In return, the insured relies on the company's promise and ability to provide coverage and pay claims.
CSP (Certified Safety Professional)	CSP's are qualified persons that are competent and trained to detect and appraise hazardous materials, procedures and activities of workers, materials and work environments. They are highly educated, trained and experienced in the field of safety.
Cumis Counsel	Cumis refers to a lawsuit against the Cumis Insurance Society in which they were found to have controlled the defense attorney to the detriment of their insured. The court determined that the Society should have assigned separate counsel to represent the exclusive interests of the insured. The need for <i>cumis counsel</i> arises in situations where there are significant coverage issues and defense counsel is conflicted between his duty to his client and the obligations to the insurance carrier.
DE9	Quarterly Contribution Return and Report of Wages
Declarations	Contain information such as the name of the insured, the address, the amount of coverage provided, a description of property, and the cost of the policy
Deductible	It is that portion of each claim that is paid by the member at the time of loss. It is in addition to any premium already paid
Defense	A defendant's denial to a complaint or cause of action

GLOSSARY OF TERMS

Definitions	Clarify the meaning of certain terms used in the policy
Deposit Premium	Premium required at the beginning of a policy period based on estimated costs
DIC (Difference In Conditions)	A specialized property insurance policy written to provide coverage for perils not covered in a standard property policy or in the JPIA's Memorandum of Property Coverage. In particular, it is most often used to provide coverage for earthquake and/or flood losses.
D&O (Directors and Officers)	Liability insurance payable to the directors and officers of a company, or to the organization(s) itself, as indemnification (reimbursement) for losses or advancement of defense costs in the event an insured suffers such a loss as a result of a legal action brought for alleged wrongful acts in their capacity as directors and officers.
Directors, Officers and Trustees Liability	Intended to protect nonprofit board members, officers, and directors for faulty decisions, which imperil the entity. Usually written to include entity reimbursement for legal actions and personal liability of specific wrongdoers
DOL (Date of Loss)	Regarding property claims this is usually the date of occurrence of physical damage to property. In WC claims this is usually the date a physical injury occurred to an employee.
Doctrine of reasonable expectations	a policy includes coverages that an average person would reasonably expect it to include regardless of what the policy actually provides
EQ (Earthquake)	a sudden and violent shaking of the ground, sometimes causing great destruction, as a result of movements within the earth's crust or volcanic action
Employers' Liability	Included as part of a worker's compensation insurance policy. Covers liability for losses arising out of injuries to employees that are not covered by statutory workers' compensation benefits
EPL (Employment Practices Liability)	Written to protect an entity from liabilities arising from allegations of discrimination, failure to promote or hire, harassment, ADA responsibilities, wrongful termination, etc.
Endorsement	Any change to the original policy (attached to the policy itself)
Environmental Impairment Liability	Also referred to as "Pollution" and "Pollution Legal" Liability; can be written to protect an entity from actions resulting from contamination of air, water, property. First party (damage to owned property) and third party (liability for damage to others) protections are often provided on the same policy
E&O (Errors and Omissions Insurance)	Professional liability insurance that protects companies and individuals against claims made by clients for inadequate work or negligent actions, usually includes both court costs and any settlements up to the amount specified on the insurance contract.
Errors and Omissions Liability	Excludes bodily injury and property damage; intended to afford protection for the "misfeasance, malfeasance or non-feasance" of public officials, employees and volunteers. May also include incidental medical personnel (paramedics), police and fire personnel, architects and plan checkers, engineers, and on-staff attorneys
Excess Insurance	Insurance that is purchased to provide higher limits than the primary policy or coverage provides
Excess Loss	The portion of a loss that is allocated to, or paid by, excess coverage
Exclusions	Describe the losses for which the insured is not covered
EC (Executive Committee)	Committee within that organization which has the authority to make decisions and ensures that these decisions are carried out.

GLOSSARY OF TERMS

Expected liabilities	Outstanding reserves plus Incurred But Not Reported (IBNR) and Loss Adjustment Expense, discounted at the “Expected” Confidence Level (CL).
Exposure	A condition or situation that presents a possibility of loss (i.e. home built on flood plain is exposed to the possibility of flood damage).
FASB (Financial Accounting Standards Board)	FASB standards, known as generally accepted accounting principles (GAAP), govern the preparation of corporate financial reports and are recognized as authoritative by the Securities and Exchange Commission.
Fidelity Bonds	Written as financial guarantees of employees’ honesty. Personnel with money-handling responsibilities are considered exposures to loss.
Fiduciary Liability	Covers board members, executives and other decision-making personnel with responsibilities for pension funds, retirement plans and employee benefit monies for negligent decisions that result in losses to such funds.
GAAP (Generally Accepted Accounting Principles)	GAAP refers to the standard framework of guidelines for financial accounting used in any given jurisdiction; generally known as accounting standards or standard accounting practice
GASB (Governmental Accounting Standards Board)	GASB is the source of generally accepted accounting principles (GAAP) used by State and Local governments in the United States. As with most of the entities involved in creating GAAP in the United States, it is a private, non- governmental organization.
General Liability	Written to protect the member's assets against liability for property damage of or bodily injury to third parties (see definition of parties).
Hazard	Anything that increases the chance of loss (also see Physical Hazard, Morale Hazard and Moral Hazard).
HIPAA (Health Insurance Portability and Accountability Act)	A federal law enacted in 1996 that protects continuity of health coverage when a person changes or loses a job, that limits health-plan exclusions for preexisting medical conditions, that requires that patient medical information be kept private and
IBNR (Incurred But Not Reported)	It is that part of the total claims that is unknown at any point in time. At any time, NCCSIF has claims that have not been reported or recognized by NCCSIF or has claims recognized by NCCSIF but without knowledge of the cost when such claim is finally closed. NCCSIF uses an actuary to project the costs of these unknown liabilities to NCCSIF - the estimate of funds needed to pay for covered losses that have occurred but have not been reported to the member and/or NCCSIF and expected future development on claims already reported
Incurred Loss	This is the ultimate expected total value of any claim. It includes the amount already paid, plus the estimated amount yet to be paid (reserves)
IIPP (Injury Illness Prevention Program)	Proactive process of assessing workplace hazards prior to an injury being reported
Insurable Interest	Before you can benefit from insurance; you must have a chance of financial loss or a financial interest in the property
Insurance	A contract or device for transferring risk from a person, business, or organization to an insurance company that agrees, in exchange for a premium, to pay for losses through an accumulation of premiums
IRIC (Insurance Requirements in Contracts)	In insurance, the insurance policy is a contract (generally a standard form contract) between the insurer and the insured, known as the policyholder, which determines the claims which the insurer is legally required to pay.

GLOSSARY OF TERMS

ISO (Insurance Services Office, Inc.)	An insurance industry association that collects statistical data for rate making and develops standard insurance policy forms. ISO is the organization that drafted the standard commercial general liability (CGL) commonly used by insurers
Insuring agreements	State in general what is to be covered, also includes a description of what type of property is covered and the perils against which it is insured (i.e. the losses for which the insured will be indemnified)
Inverse Condemnation	Both the United States Constitution and the California Constitution require that a private citizen be compensated if property is "taken" by a public entity. When the property is taken proactively it is called eminent domain. When the property is taken "accidentally," without due course, it is called inverse condemnation. Negligence need not be proven. The claimant's legal expenses are payable in addition to actual damages.
Limit	The most that will be paid in a loss
LRP (Long Range Planning)	Exercise aimed at formulating a long-term plan, to meet future needs estimated usually by extrapolation of present or known needs. It begins with the current status and charts out a path to the projected status, and generally includes short- term (operational or tactical plans) for achieving interim goals.
LAE (Loss Adjustment Expense)	Administrative expense to manage a claim to conclusion - Allocated LAE (ALEA) are expenses attributable to a specific claim such as attorney fees - Unallocated LAE (ULAE) are overhead expenses not attributable to a specific claim such as salaries or office rental.
Loss Ratio	The amount of loss divided by the amount of premium, contributions, payroll or property values.
Master Plan Documents	A document issued by a JPA defining the structure, rights and obligations of the participants and procedures of an insurance or self- funded program
MMI (Maximum Medical Improvement)	When an injured employee's condition is well stabilized and unlikely to change substantially in the next year, with or without medical treatment. Once an employee reaches MMI, a doctor can assess how much, if any, permanent disability resulted from the work injury. See also P&S
MOC (Memorandum of Coverage)	A document issued by a JPA defining the coverage provided to the members
Moral Hazard	A person might create a loss situation on purpose just to collect from the insurance company (i.e. a pre-arranged faked theft of an older vehicle so the owner could collect insurance money and buy something new).
Morale Hazard	An individual, through carelessness or by irresponsible actions, can increase the possibility for a loss (i.e. a person who drives a car carelessly because he knows a loss will be insured if an accident occurs).
Mutual interest company	The insureds are also owners of the company and so they can vote to elect the management of the company (profits are returned to the insureds in the form of dividends or reductions in future premiums)
Named Insured	Any person, firm, or corporation, or any of its members specifically designated by name as insured(s) in the policy as distinguished from others who, although unnamed, are protected by the policy definition. A named insured under the policy has rights and responsibilities not attributed to additional insureds, such as premium payment, premium return, notice of cancellation, and dividend participation

GLOSSARY OF TERMS

Net Assets	(Equity, surplus or Net Position) Total assets less Expected liabilities- the amount of funds remaining after subtracting liabilities at the actuarially determined "Expected" Confidence Level (approx. 50% CL)
Net Contribution	A total contribution for losses less excess insurance costs
Non Vacant land	Refers to land that is occupied and used, and/or has structures on it (i.e. shack, building, park with benches).
Obligee	Is an individual, partnership, corporation, or a government entity which requires the guarantee that an action or service will be performed. If not properly performed, the surety pays the obligee for any damages or fulfills the obligation.
Occurrence	A) In order for NCCSIF to pay a liability claim, it must arise out of an occurrence. This is an accident, event, act or omission to act which results in "damages," "bodily injury," or "property damage" neither expected nor intended from the covered parties' conduct. B) A provision of an insurance policy that requires it to pay for a claim caused during the policy period regardless of when it is presented.
Passive Negligence	The party that was negligent did not take part in the action that caused the damage, but was responsible for somehow allowing it to take place. For example, a city allowed a contractor to dig a hole on city property and someone fell in.
Peril	Cause of a loss
P&S (Permanent and Stationary)	When an employee's medical condition has reached maximum medical improvement. Once an employee is declared P&S, a doctor can assess how much, if any, permanent disability resulted from the work injury. If the disability is rated under the 2005 schedule you will see the term maximal medical improvement (MMI) used in place of P&S. See also MMI
PD (Permanent Disability)	Any lasting disability that results in a reduced earning capacity after maximum medical improvement is reached.
PPE (Personal Protective Equipment)	PPE refers to protective clothing, helmets, goggles, or other garments or equipment designed to protect the wearer's body from injury.
Physical Hazard	A hazard that arises from the condition, occupancy, or use of the property itself (i.e. skateboard left on the porch steps).
Plaintiff	The party who complains or sues in a personal action. A claimant becomes a plaintiff by filing suit.
Pooled Loss	The portion of a loss that is allocated to, or paid by, the self-insured pool. NCCSIF's Liability Program pools, or self-insures, the first \$500,000 of each occurrence. Loss costs exceeding this amount are paid by excess insurance.
Principal	Is an individual, partnership, or corporation who offers an action or service and is required to post a bond. Once bonded, the surety guarantees that he will perform as promised.
Principle of Indemnity	When a loss occurs an individual should be restored to the approximate financial condition he was in before the loss no more and no less.
Property Insurance	This covers the member for damage to its own property, sometimes called first- party coverage.
PARMA (Public Agency Risk Managers Association)	A statewide association for risk managers in the public sector. Educational and lobbying activities.

GLOSSARY OF TERMS

PRIMA (Public Risk Management Association)	A national association for risk managers in the public sector. Formed for educational, information gathering and political lobbying purposes.
Pure Risk	Involves only the possibility of loss
QME (Qualified Medical Examiner)	A medical provider who has been certified by the Division of Workers' Compensation by passing an administrative exam.
Reciprocal company	(to give/take), a member of a reciprocal agrees to share the insurance responsibilities with all other members of the unincorporated group (all members insure each other and share the losses with each other) NOTE: managed by an attorney-in-fact who is empowered to handle all of the business of the reciprocal.
RC (Replacement Cost)	The cost to replace damaged property with like kind and quality, with no deduction for depreciation, but still subject to a "limit"
Reserve	In order to budget for its expected costs and to know when a claim must be reported to the excess coverage, NCCSIF estimates the ultimate expected total value of each claim and "reserves" part of the not paid. As moneys are paid out for a claim, the reserve amount is decreased
Retrospective Premium Adjustment	At the beginning of each policy period, NCCSIF collects a deposit premium representing the estimated costs for that year. Each year a calculation of expenses associated with the policy period are subtracted from the deposit premium. At some point the excess funds will be returned, or shortage of funds will be charged. This process is repeated annually for each coverage year until all claims for that year are closed out and there is no IBNR allocated to that policy year.
Risk	The chance or uncertainty of loss (also see Speculative Risks and Pure Risks)
RIMS (Risk and Insurance Management Society)	National professional organization to promote principles of risk management and assist risk managers in their daily activities
Risk Control	Those risk management techniques designed to minimize the frequency and/or severity of claims. Risk control techniques include exposure avoidance, loss prevention, loss reduction, segregation of loss exposures, and contractual transfer to shift losses to others
Risk Financing	Techniques for generating funds to pay for losses that risk control methods do not entirely eliminate. There are two types of risk financing techniques -- retention and transfer. Retention involves paying for losses using an organization's own assets; transfer involves covering losses by an unrelated entity for a consideration (such as a payment of a premium)
Risk Management	One of the specialties within the general field of management, the process of managing an organization's activities to minimize the adverse effects of accidental losses on a cost-effective basis. Risk management has two components -- risk control and risk financing.
Self-Insured	Coverage of losses from the insured's own funds, rather than an insurance policy. Generally refers to a planned program for financing or otherwise recognizing losses
SIR (Self-Insured Retention)	The maximum amount of exposure to a single loss retained by NCCSIF

GLOSSARY OF TERMS

Severability of Interests Clause	An insurance policy provision clarifying that the word “insured,” as it appears within various parts of a policy, applies severally and not collectively. When there is more than one insured, the effect is as though a separate policy is issued to each insured. Thus, a policy containing such a clause will cover a cross liability claim – a claim made by one insured against another insured. The one exception to the separate application to each insured of a policy containing a severability of interest clause is that the limits are not cumulative; that is, one set of limits applies to all insureds collectively
Special Events	Designed to cover your sponsorship of events, such as fireworks shows, festivals, community/entity celebrations; often written to protect other policies’ loss integrity. Another type of special event coverage, known as a “tenants and permittees” policy, can be issued for third parties who rent or use your owned facilities.
Speculative Risk	Risks in which there exists both the possibility of gain and the possibility of loss (i.e. poker game)
Spread of Risk	The greater the spread of risk the less likely that there will be a catastrophic loss for the insurance company (i.e. NOT insuring every person in a single town that could be hit by a fire which destroys the town= catastrophic loss for the insurance company vs. insuring several people in MANY towns to spread out the risk of a catastrophic loss)
Stock company	Sells stock to stockholders to raise the money necessary to operate the business (profits attributed to the operation of the company are returned as dividends to the stockholders, not the insureds)
Subrogation	The insurer’s right to proceed against a third person if that third person was responsible for a claim paid by the insurer. Employee dishonesty can be subrogated by the insurance company against a dishonest employee
Surety	Is usually a corporation which determines if an applicant (principal) is qualified to be bonded for the performance of some act or service. If so, the surety issues the bond. If the bonded individual does not perform as promised, the surety performs the obligation or pays for any damages.
TD (Temporary Disability Benefits)	Payments an employee receives if they lose wages because of a work related injury which prevents them from doing their usual job while recovering.
TPA (Third Party Administrator)	TPA is a person or organization that processes claims and performs other administrative services in accordance with a service contract, usually in the field of employee benefits.
TIV (Total Insured Values)	The values shown on a member city’s schedule or appraisal for property coverage. Only those items shown on the schedule are covered for loss.
TRIA (Terrorism Risk Insurance Act)	TRIA is a United States federal law signed into law by President George W. Bush on November 26, 2002. The Act created a federal “backstop” for insurance claims related to acts of terrorism.
Vacant land	Refers to land that is unoccupied and unused, and/or has no structures on it.
VIN (Vehicle Identification Number)	Unique code including a serial number, used by the automotive industry to identify individual motor vehicles, towed vehicles, motorcycles, scooters and mopeds as defined in ISO 3833.

2017 NCCSIF Organizational Chart

MEMBER ENTITY	BOARD OF DIRECTORS	BOARD ALTERNATES	RISK MANAGEMENT COMMITTEE	POLICE RISK MANAGEMENT COMMITTEE
City of ANDERSON	EC / CC Liz Cottrell	Jeff Kiser	Liz Cottrell	Chief Michael L. Johnson
City of AUBURN	Nita Wracker	<i>Vacant</i>	Shari Harris	Chief John Ruffcorn (Chair)
City of COLUSA	EC Toni Benson	<i>Vacant</i>	<i>Vacant</i>	Chief Josh Fitch
City of CORNING	EC Kristina Miller	Tom Watson	Tom Watson	Chief Jeremiah Fears
City of DIXON	<i>Vacant</i>	Kim Stalie	Kim Stalie	Chief Robert Thompson
City of ELK GROVE	Brad Koehn	Kara Reddig	Jim Ramsey	Lieutenant Jeff Scott
City of FOLSOM	Jim Francis	Kristine Haile	Kristine Haile	Chief Cynthia Renaud
City of GALT	<i>Vacant</i>	<i>Vacant</i>	<i>Vacant</i>	Chief Tod Sockman
City of GRIDLEY	Matt Michaelis	Elisa Arteaga	Matt Michaelis	Chief Dean Price
City of IONE	Jon Hanken	<i>Vacant</i>	Jon Hanken	Chief Tracy Busby
City of JACKSON	<i>Vacant</i>	Dalacie Blankenship	Dalacie Blankenship	Chief Scott Morrison
City of LINCOLN	EC / CJPRMA Rep. Astrida Trupovnieks	Ruthann Codina	Astrida Trupovnieks	Sergeant Brent Craft
City of MARYSVILLE	EC Satwant Takhar	Walter Munchheimer	Satwant Takhar	Chief Aaron W. Easton
City of NEVADA CITY	S / EC Corey Shaver	Catrina Olson	Corey Shaver	Chief Tim Foley
City of OROVILLE	VP / EC / CC Liz Ehrenstrom (Vice-Chair)	<i>Vacant</i>	Liz Ehrenstrom (Chair)	Asst. Chief Allen Byers
Town of PARADISE	Gina Will	Crystal Peters	Crystal Peters	Lieutenant Eric Reinbold
City of PLACERVILLE	P / EC / CC Dave Warren (Chair)	Cleve Morris	Dave Warren	Commander Kim Nida
City of RED BLUFF	EC Sandy Ryan	Anita Rice	Sandy Ryan	Chief Kyle Sanders (Vice-Chair)
City of RIO VISTA	Donna Lee	Robert Hickey	Donna Lee	Chief Dan Ruden
City of ROCKLIN	Kimberly Sarkovich	Jason Johnson	Kimberly Sarkovich	Chief Chad Butler
City of WILLOWS	T / EC / CC Tim Sailsbery	<i>Vacant</i>	Wayne Peabody	Chief Jason Dahl
City of YUBA CITY	EC / CC Natalie Springer	Robin Bertagna	Natalie Springer	Chief Robert Landon

OFFICERS

P = President **VP = Vice President**
S = Secretary **T = Treasurer**
CJPRMA Representative

EC = Executive Committee

CC = Claims Committee

PROGRAM ADMINISTRATORS (Alliant Insurance Services)	CLAIMS ADMINISTRATORS (York Risk Services)	RISK CONTROL CONSULTANTS (Bickmore)	ADVISORS
Marcus Beverly	Dorienne Zumwalt	Enriqueta (Henri) Castro	Byrne Conley (Legal)
Michael Simmons	Cameron Dewey (Liability)	Tom Kline	James Marta (Accounting)
Raychelle Maranan	Steven Scott (Workers' Comp)	Jeff Johnston	Alana Theiss (Accounting)
Michelle Minnick		Gail Zeigler	
Joan Crossley			

Updated as of 5/11/2017



2017 MEETING CALENDAR

- February 2, 2017..... **Police Risk Management Committee** - 10:00 a.m.
- March 23, 2017..... *Executive Committee* - 10:00 a.m.
Claims Committee - 11:30 a.m.
- April 27, 2017..... **Risk Management Committee** - 10:00 a.m.
Board of Directors - 12 noon
- May 4, 2017..... **Police Risk Management Committee** - 10:00 a.m. (Canceled)
- May 18, 2017..... **Claims Committee** - 10:00 a.m.
Executive Committee - 11:30 a.m.
- June 15, 2017..... **Risk Management Committee** - 10:00 a.m.
Board of Directors - 12 noon
- August 3, 2017 **Police Risk Management Committee** - 10:00 a.m.
- September 21, 2017 **Claims Committee** - 10:00 a.m.
Executive Committee - 11:30 a.m.
- Thursday, October 19, 2017 **Risk Management Committee** Expanded Meeting- 10:00 a.m.
(Claims Analysis)
Board of Directors - 12:30 p.m.
(Finance Focus)
- November 2, 2017 **Police Risk Management Committee** - 10:00 a.m.
- December 7, 2017..... **Board of Directors** - 10:00 a.m. - 3:00 p.m.
(Long Range Planning)

MEETING LOCATION: Rocklin Event Center - Garden Room
2650 Sunset Boulevard, Rocklin, CA 95677

NOTE: All meetings are scheduled on Thursdays and will be held at the Rocklin Event Center, Garden Room, except for February and March, in the Ballroom.



RISK MANAGEMENT VENDOR SERVICES MATRIX

As a member of NCCSIF, your City/Town has many risk management resources available. This Vendor Services Matrix is designed to assist you with identifying and locating these resources. Vendor names and service categories are hyperlinked, so you can easily navigate through the matrix for specific resources and contact information. The **BACK** button will bring you back to this home page. If you have any questions, contact Henri Castro at Bickmore Risk Services, 800.541.4591, ext. 4614, or hcastro@brsrisk.com.

SERVICE CATEGORY*		BRS	CSAC-EIA	TARGET SOLUTIONS	OCCU - MED	APIP	LEXIPOL	ACI WELLNESS	CAL-TIP	DKF SOLUTIONS GROUP
Page:										
1	Telephone Hotline - Questions & Guidance	X								
1	Hazard & Safety Assessment	X								X
2	Program/Policy Development	X	X				X			X
	Safety Materials/Web-based Courses/Videos	X	X	X						X
2	On-Site Training	X	X							X
3	Ergonomic Evaluations	X								
3	Risk Management Webinars	X	X			X				
3	Employer Pull Notice Program		X							
4	Pre-Employment Medical Services				X					
5	Employee Assistance Program - Health & Wellness							X		
5	Transit Resources (available to CalTIP members)								X	

* Services and resources are available at no additional cost unless specifically noted.



RISK MANAGEMENT VENDOR SERVICES MATRIX

Vendor Contact Information

Vendor Name	Contact Information	Services Provided
BRS - Bickmore Risk Services Risk Management Services Provider	Enriqueta Castro (Henri) Office: 800.541.4591, ext. 4614 Email: hcastro@brsrisk.com Website: http://riskcontrol.brsrisk.com/	<ul style="list-style-type: none"> ▪ Telephone Hotline - Questions & Guidance ▪ Hazard & Safety Assessment ▪ Program/Policy Development ▪ Ergonomic Evaluations ▪ On-site Training ▪ Safety Materials ▪ On-line Streaming Videos ▪ Webinars - WC and Liability Risk Management Topics
CSAC-EIA Excess Workers' Compensation Coverage	Travis Clemmer Kristen Calderon (video library) Office: 916.850.7300 Email: tclemmer@csac-eia.org Website: www.CSAC-EIA-eia.org	<ul style="list-style-type: none"> ▪ Program/Policy Development (additional member cost) ▪ On-site Training ▪ Safety Materials ▪ Video Library ▪ Webinars - WC Risk Management Topics
Target Solutions Web-based Resources available through CSAC-EIA	Website: http://www.targetsolutions.com/eia/	<ul style="list-style-type: none"> ▪ Web-based Courses* ▪ Records Management <p><i>*EIA members are able to access the standard course library at no cost. However, there is a cost to the member for the premium content listed under "Additional Courses"</i></p>
CJPRMA - California Joint Powers Risk Management Authority Excess Liability Coverage	David Clovis - General Manager Office: 925.290.1316 Email: david@cjprma.org Website: http://www.cjprma.org/	<ul style="list-style-type: none"> ▪ Regional Training provided on a variety of Liability-related Topics



RISK MANAGEMENT VENDOR SERVICES MATRIX

Vendor Contact Information

Vendor Name	Contact Information	Services Provided
Occu-Med Pre-employment Medical Services	Bill Vogeler Office: 559.435.2800, ext. 101 Email: bvogeler@occu-med.com Website: www.occu-med.com	<ul style="list-style-type: none">Review of Pre-placement Medical ExamsJob AnalysisAdditional cost to Member
APIP - Alliant Property Insurance Program	Contact Marcus Beverly, Alliant Insurance Services, for questions.	<ul style="list-style-type: none">Webinars - Property Risk Management Topics
Lexipol Police risk management policies	Contact Marcus Beverly, Alliant Insurance Services, for policy updates.	<ul style="list-style-type: none">Police Risk Management Policies and Procedures
ACI Wellness Employee assistance program	Kathryn Mullis, Account Manager Office: 800.932.0034 Website: www.acieap.com	<ul style="list-style-type: none">Wellness ResourcesEmployee Assistance Program provided at an Additional Cost
CalTIP - California Transit Insurance Pool Self-insurance program for public transit operators	Lee Sorenson, Bickmore Risk Services Office: 800.541.4516. ext. 1168 Email: lsorenson@brsrisk.com Website: http://www.caltiponline.org/	<ul style="list-style-type: none">Transit Specific Risk Management Resources for Member Cities (Auburn, Dixon, and Folsom)
DKF Solutions Group, LLC	David Patzer Office: 707.373.9709 Email: dpatzer@dkfsolutions.com Website: http://www.dkfsolutions.com	<ul style="list-style-type: none">Sewer Risk ManagementAdditional cost to member



RISK MANAGEMENT VENDOR SERVICES MATRIX

Vendor Contact Information

Vendor Name	Contact Information	Services Provided
Total Aquatic Management	Jim Wheeler Office: 510.523.3155 Email: jim@totalaquaticmanagement.com swimnjim@hotmail.com Website: http://www.totalaquaticmanagement.webs.com	<ul style="list-style-type: none">▪ Aquatic Safety services▪ Certified Pool Operator (CPO) Trainings▪ Additional cost to member



RISK MANAGEMENT VENDOR SERVICES MATRIX

Telephone Hot Line Questions/Guidance	BICKMORE RISK SERVICES BRS is NCCSIF’s risk control services provider. Henri is your point of contact for your risk management questions and guidance. Enriqueta Castro, CSP (Henri) 800.541.4591, ext. 4614 Email: hcastro@brsrisk.com																																				
Hazard & Safety Assessment	BICKMORE RISK SERVICES A comprehensive Hazard & Safety Assessment is completed for each city to help identify risk management strengths and improvement opportunities. The assessment is used as a tool to help prioritize risk management efforts. It includes best practices in the following areas: <table><tr><td>1. Risk Management Program Overview</td><td>12. Emergency Response & Management</td><td>23. Lockout-Tagout</td></tr><tr><td>2. Aerial Lift Operations</td><td>13. Employment Practices Liability</td><td>24. Parks & Recreation Operations</td></tr><tr><td>3. Aerosol Transmissible Diseases (ATD) Control</td><td>14. Ergonomic Injury Management</td><td>25. Personal Protection Equipment</td></tr><tr><td>4. ADA Compliance</td><td>15. Fire Department Operations</td><td>26. Police Department Operations</td></tr><tr><td>5. Animal Control Services</td><td>16. Fire Prevention Program</td><td>27. Respiratory Protection Program</td></tr><tr><td>6. Automobile & Fleet Liability</td><td>17. Forklifts & Powered Industrial Trucks</td><td>28. Return-to-Work & Transitional Duty</td></tr><tr><td>7. Blood Borne Pathogens ECP</td><td>18. Hazard Communication Program</td><td>29. Sewers Liability Management</td></tr><tr><td>8. Business Continuity Plan</td><td>19. Hearing Conservation Program</td><td>30. Sidewalks Liability Management</td></tr><tr><td>9. Confined Space Entry Program</td><td>20. Heat Illness Prevention Program</td><td>31. Traffic Engineering</td></tr><tr><td>10. Contractor Selection & Control</td><td>21. Information Technology</td><td>32. Trenching & Excavation Operations</td></tr><tr><td>11. Contractual Transfer of Risk</td><td>22. Injury & Illness Prevention Program</td><td>33. Urban Forest Management</td></tr><tr><td></td><td></td><td>34. Work Zone Safety</td></tr></table>	1. Risk Management Program Overview	12. Emergency Response & Management	23. Lockout-Tagout	2. Aerial Lift Operations	13. Employment Practices Liability	24. Parks & Recreation Operations	3. Aerosol Transmissible Diseases (ATD) Control	14. Ergonomic Injury Management	25. Personal Protection Equipment	4. ADA Compliance	15. Fire Department Operations	26. Police Department Operations	5. Animal Control Services	16. Fire Prevention Program	27. Respiratory Protection Program	6. Automobile & Fleet Liability	17. Forklifts & Powered Industrial Trucks	28. Return-to-Work & Transitional Duty	7. Blood Borne Pathogens ECP	18. Hazard Communication Program	29. Sewers Liability Management	8. Business Continuity Plan	19. Hearing Conservation Program	30. Sidewalks Liability Management	9. Confined Space Entry Program	20. Heat Illness Prevention Program	31. Traffic Engineering	10. Contractor Selection & Control	21. Information Technology	32. Trenching & Excavation Operations	11. Contractual Transfer of Risk	22. Injury & Illness Prevention Program	33. Urban Forest Management			34. Work Zone Safety
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RISK MANAGEMENT VENDOR SERVICES MATRIX

Program & Policy Development

BICKMORE RISK SERVICES

Our risk control service includes assistance with the development and implementation of Cal/OSHA required written programs such as Injury & Illness Prevention Program, Hazard Communication Program, Aerosol Transmissible Diseases Procedures for fire and police, Bloodborne Pathogens Exposure Control Plan, etc. Our website also includes sample programs and guides.

CSAC-EIA (Additional Cost)

CSAC-EIA loss prevention specialists are available to provide assistance with program development at an additional cost to NCCSIF members. Contact CSAC-EIA directly for assistance.

LEXIPOL

NCCSIF members have access to the police risk management policies offered through Lexipol.

On-Site Training

BRS

On-site training is available to members on a variety of workers' compensation, liability, and EPL exposures. Training topics include, but are not limited to, Cal/OSHA program requirements, hazard inspections, accident investigation, forklift certification, driver training, sexual harassment, CPR certification, various workplace safety topics, and more. Contact Henri Castro to discuss and schedule on-site training.

CSAC-EIA

CSAC-EIA is available to conduct a variety of workers' compensation related safety training at an additional cost to members. Contact Travis Clemmer to discuss available topics and scheduling.

CJPRMA

Every year CJPRMA conducts up to five regional training workshops throughout California. In the past, topics have included contractual risk transfer, police liability, parks and recreation liability, and sidewalk liability controls. CJPRMA will send the training announcement to Alliant, who will then forward to all NCCSIF members.



RISK MANAGEMENT VENDOR SERVICES MATRIX

Ergonomic Evaluations	<p>BRS</p> <p>BRS is available to conduct office and industrial ergonomic evaluations for all members. Contact Henri Castro to discuss and schedule ergonomic evaluations.</p>
Risk Management Webinars	<p>BRS</p> <p>Throughout the year, BRS risk control staff conducts webinars on a wide range of safety topics such as heat illness prevention, scaffold safety, disaster management, and new safety regulations. Our goal is to communicate relevant safety information in an all-inclusive and cost-effective way. NCCSIF members will receive webinar announcements via email. The one-hour webinars are recorded and available to view at any time on the BRS Risk Control website.</p> <p>CSAC-EIA</p> <p>CSAC-EIA conducts several workers' compensation related webinars throughout the year, which are available to all NCCSIF members. Contact Travis Clemmer to ensure your city is included in the announcement distribution.</p> <p>APIP</p> <p>NCCSIF members have access to all APIP property related webinars. Contact Marcus Beverly to ensure your city is included in the announcement distribution. Recorded webinars are also available on the BRS Risk Control website.</p>
Employer Pull Notice Program	<p>CSAC-EIA & TARGET SOLUTIONS (Additional cost to members)</p> <p>CSAC-EIA and Target Solutions have partnered with A-Check America to automate your Employer Pull Notice (EPN) program. Using this program, you can electronically monitor your employees' driving records and receive notification within hours of a reportable incident.</p> <p>You can access your driver roster and key data from a dashboard within Target Solutions. This data is accessible only to you and A-Check America and features a summary of the number of drivers added and removed from the system, an overview of the violations and accidents that have occurred, and a breakdown of your employees' license renewal status. For additional information go to www.CSAC-EIA-eia.org, Services/Loss Prevention/Target Solutions Platform.</p>



RISK MANAGEMENT VENDOR SERVICES MATRIX

Pre-Employment Medical Services

OCCU-MED

Services offered at an additional cost:

- Review of Pre-Placement Medical Exams
- Job Analysis
- Maintaining a network of qualified and trained medical providers and medical specialists for necessary exams
- Conducting job analyses and preparing job profiles and medical examination profiles
- Providing orientation of client staff in the legal/medical/risk management and human resources aspects of our service
- Scheduling and harvesting of pre-placement medical exams
- Organizing and managing return-to-work and fitness-for-duty exams
- Evaluating medical information in relation to the essential duties of jobs in a legally defensible manner (EXAMQA®)
- Communicating directly with applicants to obtain the confidential medical information that is needed for clearance for a particular job (RDQA)
- Developing “Occu-Panels” with a national laboratory that allows for the selection of only those tests for the blood chemistry panel that are compliant with state law for each job class
- Performing bill review for the medical exams performed by clinics
- Providing customized services such as OSHA Respirator Questionnaire Evaluations, Bloodborne Pathogen Programs, and clinic trainings



RISK MANAGEMENT VENDOR SERVICES MATRIX

Employee Assistance & Wellness Program	<p>ACI WELLNESS</p> <p>Services offered at no additional cost:</p> <ul style="list-style-type: none"> – Wellness <p>The Core Platform wellness program is available to employees. It includes wellness workshops, personalized meal and exercise plans, healthy articles, healthy logs, healthy recipes, exercise tracker and log, and wellness blogs. The annual walking challenge is also available to employees and their families.</p> <p>Services offered at an additional cost:</p> <ul style="list-style-type: none"> – Employee Assistance Program (Additional cost to members) <p>Employees and their family members can receive up to three counseling visits per year. The family members do not need to be within the same residence. The visits are considered short-term resolution. If the person needs additional counseling, ACI will help them transition into their private insurance plan.</p> <ul style="list-style-type: none"> – Legal and Financial Services (Additional cost to members) <p>Employees and their family members have unlimited access to telephonic legal and financial services.</p>
Transit Resources	<p>CalTIP - California Transit Insurance Pool</p> <p>Self-insurance program for public transit operators. Member cities include Auburn, Dixon, and Folsom.</p> <p>Programs and Safety Materials</p> <ul style="list-style-type: none"> – System Safety Program Plan (SSPP) Development – SSPP Implementation Assessment & Follow-up Process – SAMPA Fleet Watch Paperless DMV EPN Program – Bus Operator Selection Survey (BOSS) – CalTIP Risk Profile – APTA Membership – Bus Stop Location & Design Evaluation Program – Digital Video Event Recorder System – Mobility Device Marking & Tethering Program – APTA Safety Standards – Best Practices – Bus Stop Toolkit – Pedestrian Safety Guide for Transit Agencies – Safety Posters and Flyers

NCCSIF RESOURCE CONTACT GUIDE

<p align="center"> PROGRAM ADMINISTRATION Alliant Insurance Services, Inc. 2180 Harvard Street, Suite 460 Sacramento, CA 95815 Main: (916) 643-2700 Fax: (916) 643-2750 www.alliant.com </p>		
SUBJECT	MAIN CONTACT	
JPA MANAGEMENT ISSUES <ul style="list-style-type: none"> ➤ Governance - policies and procedures, program budget/funding, financial analysis, program management, personnel, contracts, consultants. ➤ Coverage - coverage questions, quotations, new members, development of shared risk program coverage agreements, RFPs for services, actuary liaison, excess insurance/additional coverage marketing (Crime coverage, etc.), program development. ➤ Risk Management - Insurance Requirements in Contracts (IRIC), third party contract review, hold harmless and indemnification clauses, risk management program planning, RFPs for JPA payment approval of budgeted funds. 	Marcus Beverly Michael Simmons Raychelle Maranan Michelle Minnick Joan Crossley	
JPA ADMINISTRATIVE ISSUES <ul style="list-style-type: none"> ➤ Meetings & Compliance - agendas; minutes; development/maintenance of governing documents, development/interpretation of policies & procedures, JPA state compliance, Form 700, changes in Board members, website updates. ➤ Certificates - certificates of coverage, additions/deletions of coverages, special events liability coverage, automobile identification cards, auto/mobile equipment physical damage programs. 	Raychelle Maranan Michelle Minnick Marcus Beverly Joan Crossley	
Michael Simmons Marcus Beverly Raychelle Maranan Michelle Minnick Joan Crossley	(415) 403-1425 / (925) 708-3374 cell (916) 643-2704 / (916) 660-2725 cell (916) 643-2712 (916) 643-2715 (916) 643-2708	msimmons@alliant.com Marcus.Beverly@alliant.com Raychelle.Maranan@alliant.com Michelle.Minnick@alliant.com jcrossley@alliant.com
<p align="center"> ACCOUNTING SERVICES James Marta & Company CPAs 701 Howe Avenue, Suite E3 Sacramento, CA 95825 Main: (916) 993-9494 · Fax: (916) 993-9489 www.jpmpcpa.com </p> <p> Jim Marta - jmarta@jpmpcpa.com Alana Theiss - atheiss@jpmpcpa.com </p>	<p align="center"> SAFETY & RISK CONTROL SERVICES Bickmore 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833 Main: (800) 541-4591 Fax: (855) 242-8919 www.bickmore.net </p> <p> Henri Castro - hcastro@bickmore.net - (916) 244-1107 Police Risk Management Tom Kline - tkline@bickmore.net - (916) 244-1121 </p>	

NCCSIF RESOURCE CONTACT GUIDE

<p style="text-align: center;"><u>CLAIMS ADMINISTRATION</u> York Risk Services Group, Inc. P.O. Box 619079 Roseville, CA 95661-9058 Main: (916) 783-0100 · Fax (866) 548-2637 www.yorkrsg.com</p>	<p style="text-align: center;"><u>EMPLOYEE ASSISTANCE PROGRAM</u> ACI Specialty Benefits Corporation 6480 Weathers Place, Suite 300 San Diego, CA 92121 Main: (858) 452-1254 · Fax: (858) 452-7819 www.acispecialtybenefits.com Kathryn Mullis - kmullis@acispecialtybenefits.com</p>																																
<p style="text-align: center;">CLAIMS LIABILITY CONTACTS Report Claims To: NCalYorkLiabilityClaims@yorkrsg.com</p>	<p style="text-align: center;">CLAIMS WORKERS' COMPENSATION CONTACTS</p>																																
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<p>Mike Berndt Assistant Vice President Liability (925) 349-3891 mike.berndt@yorkrsg.com</p>	<p>Dori Zumwalt Senior Account Manager Client Services (916) 960-1017 dorienne.zumwalt@yorkrsg.com</p>																																
<p>Kara Kennedy Senior Claims Examiner (916) 742-3100 kara.kennedy@yorkrsg.com</p>	<p>Cristal Rhea Senior Claims Examiner (916) 746-6307 crystal.rhea@yorkrsg.com</p>																																
<p>Rachelle Duesing Senior Claims Examiner (916) 960-0982 rachelle.deusing@yorkrsg.com</p>	<p>Jennifer Gorgen Senior Claims Examiner (916) 960-0962 jennifer.gorgen@yorkrsg.com</p>																																
<p>Andrew Fredericksen Associate Claims Examiner (916) 960-1029 andrew.fredericksen@yorkrsg.com</p>	<p>Catherine Clark Associate Claims Examiner (916) 960-0902 catherine.clark@yorkrsg.com</p>																																
<p>Kristin Maddox Future Medical Examiner (916) 580-1835 kristin.maddox@yorkrsg.com</p>																																	
<p>Steven Scott Unit Manager (916) 960-0946 steven.scott@yorkrsg.com</p>																																	
<p><u>RESOURCES</u></p>																																	
<p>Jeff Ponta Vice President Workers' Compensation (916) 960-0965 jeff.ponta@yorkrsg.com</p>	<p>Dori Zumwalt Senior Account Manager Client Services (916) 960-1017 dorienne.zumwalt@yorkrsg.com</p>																																

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 _____