



## AGENDA

**LEGEND:** A - Action may be taken  
I - Information  
1 - Included  
2 - Handout  
3 - Separate  
4 - Verbal

**JPA:** ACCEL UNDERWRITING COMMITTEE MEETING

**DATE/TIME:** Wednesday, January 31, 2024 at 2:00 PM

**LOCATION:** Teleconference

Link: <https://alliantinsurance.zoom.us/j/99839901031?pwd=RGVjMTRHS2ZJcDFvbTRVUU1jZG9jZz09>

Dial: 1 (719) 359 4580

Meeting ID: 998 3990 1031

Passcode: 790180

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***In accordance with the requirements of the Brown Act, notice of this meeting must be posted in publicly accessible places, 72 hours in advance of the meeting, at the office of ACCEL's Secretary.***

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*Per Government Code section 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 Alliant Insurance Services at (415) 403-1400, 24 hours in advance of the meeting. Access to some buildings may require routine provision of identification to building security. However, ACCEL 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.*

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- MEMBER** • **City of Anaheim**, 201 South Anaheim Blvd., Suite 503, Anaheim, CA 92805  
**LOCATIONS** • **City of Bakersfield**, 1600 Truxtun Ave., 4<sup>th</sup> Floor, Bakersfield, CA 93301  
**VIA TELE -** • **City of Salinas**, 200 Lincoln Avenue, Salinas, CA 93901  
**CONFERENCE** • **City of Santa Barbara**, 735 Anacapa St., Santa Barbara, CA 93101  
• **City of Santa Cruz**, 1200 Pacific Ave, Suite 290, Santa Cruz, CA 95060

### PAGE

#### A. CALL TO ORDER

#### B. CONSENT CALENDAR

2-5

1. Approval of Minutes for the September 25, 2023 Underwriting Committee Meeting (A)  
*The Committee will review these minutes and will take action to approve or give direction.*

#### C. REPORTS

##### 1. UNDERWRITING COMMITTEE'S REPORT

6-21

- 1 a) New ACCEL Exposure Questionnaire (A)  
i. City of Ontario – OntarioNet Broadband Network  
ii. City of Visalia – EMS Coordinator  
*Members will review and discuss the new exposure questionnaire and may take action or provide direction.*

#### D. PUBLIC COMMENTS

- 4 *The public is invited at this point to address the Committee on issues of interest to them.* (I)

#### ADJOURNMENT



**MINUTES OF THE  
ACCEL UNDERWRITING COMMITTEE  
MEETING**

**Item No. B1  
Underwriting Committee  
January 31, 2024**

**Monday, September 25, 2023 at 2:00 PM**

**LOCATION:  
Teleconference**

Link: <https://alliantinsurance.zoom.us/j/92980373526?pwd=bjNCK2NLTDdrR1FjRUljeEczdjZqdz09>

Dial: (669) 444-9171

Meeting ID: 929 8037 3526

Passcode: 193607

**MEMBERS PRESENT:**

Jena Covey, City of Bakersfield  
Rhonda Combs, City of Salinas  
Mark Howard, City of Santa Barbara  
Ross Brandon, City of Santa Cruz

**MEMBERS ABSENT:**

Sheryl Higa, City of Mountain View

**GUESTS AND CONSULTANTS:**

Conor Boughey, Alliant Insurance Services  
Thomas Joyce, Alliant Insurance Services  
Lorissa Huey, Alliant Insurance Services  
Anthony Valdez, City of Bakersfield (*joined at 2:24 and left at 2:46*)

**A. CALL TO ORDER**

Ross Brandon called the meeting to order at 2:03 PM.

**B. Consent Calendar**

**B1. Approval of Minutes for the February 28, 2023 Underwriting Committee Meeting**

A motion was made to approve the consent calendar.



**MOTION:** Mark Howard    **SECOND:** Rhonda Combs    **MOTION CARRIED**

	Sheryl Higa	Jena Covey	Rhonda Combs	Mark Howard	Ross Brandon
Aye		X	X	X	X
Nay					
Abstain					

**C.     REPORTS**

**C1.     Underwriting Committee’s Report**

**C1a.    New ACCEL Exposure Questionnaire: City of Ontario  
 Ontario Access Center**

Conor Boughey reported that the City of Ontario has requested the Underwriting Committee (UC) review the New Exposure Questionnaire regarding the Ontario Access Center.

Anthony Valdez from the City of Bakersfield joined as a guest and discussed his experience with third-party non-profits and the City’s efforts to partner with them for the purposes of helping those experiencing homelessness.

Direction was given to provide the Member feedback that the UC reviewed, and considers this exposure disclosed to ACCEL. The homelessness services that the City provides falls under the standard operating procedures of what cities do. No further action was taken.

**C1b.    City of Salinas Housing for the Unhoused**

The City of Salinas reported that it leasing a location and will provide housing to the unhoused, and requested the Underwriting Committee to review.

Direction was given to provide direct feedback to the Member that this was disclosed and discussed by the Underwriting Committee. No further action was taken.

The ACCEL Program Administrators will provide a verbal report for the Board regarding housing in California.



### C1c. Veterinarian Services Member Survey

The City of Burbank approached the ACCEL Program Administrators requesting information and guidance on E&O coverage for City veterinarians under the ACCEL Memorandum of Coverage (MOC). A survey was conducted among the ACCEL membership to gauge other member's exposure in this area.

Conor Boughey reported the results of the veterinarian services member survey to the Underwriting Committee (UC).

A motion was made to report to the Members that the UC reviewed the MOC and this is not a covered exposure. The Members should buy a separate policy for veterinary services if they desire this coverage.

**MOTION:** Mark Howard    **SECOND:** Ross Brandon    **MOTION CARRIED**

	Sheryl Higa	Jena Covey	Rhonda Combs	Mark Howard	Ross Brandon
Aye			X	X	X
Nay					
Abstain					

### C1d. Proposed Changes to ACCEL's Memorandum of Coverage (MOC): Claims Reporting

Conor Boughey reported to the Committee that a carrier on the excess liability tower, Great American, had expanded their claims reporting requirements. The Committee weighed the pro's and con's of adopting the new reporting requirements to the ACCEL MOC.

Ultimately, a motion was made to recommend that the Board adopt the requirements retroactive to 7/1/23, subject to a grammatical correction.

**MOTION:** Mark Howard    **SECOND:** Rhonda Combs    **MOTION CARRIED**

	Sheryl Higa	Jena Covey	Rhonda Combs	Mark Howard	Ross Brandon
Aye		X	X	X	X
Nay					
Abstain					



### C1e. ACCEL's Underwriting Guidelines Review:

- I. Underwriting Standards Policy & Procedure
- II. New Exposure Questionnaire
- III. Bylaws

Conor Boughey reported that the Underwriting Standards Policy and Procedure, New Exposure Questionnaire, and Bylaws are reviewed each year.

The Committee reviewed the Underwriting Standards Policy and Procedure and New Exposure Questionnaire and found that no changes were needed, except to update the reviewed date.

A motion was made to amend the Review Date of the documents to the date of this Underwriting Committee meeting.

**MOTION:** Mark Howard    **SECOND:** Jena Covey    **MOTION CARRIED**

	Sheryl Higa	Jena Covey	Rhonda Combs	Mark Howard	Ross Brandon
Aye		X	X	X	X
Nay					
Abstain					

**D. PUBLIC COMMENTS** - No public comments were made.

### ADJOURNMENT

Ross Brandon adjourned the meeting at 3:20 PM.



**Item No. C.1.a.i**  
**Underwriting Committee**  
**January 31, 2024**

### **NEW ACCEL EXPOSURE QUESTIONNAIRE: CITY OF ONTARIO ONTARIONET BROADBAND NETWORK**

**ISSUE:** The City of Ontario has requested the Underwriting Committee review a new City exposure, the “OntarioNet Broadband Network”. The City is seeking to expand opportunities with a broadband fiber and wireless plan to cover the entire City with affordable, fast, and high-capacity internet service. Internet services are typically provided by private companies and it is becoming increasingly common for public entities to provide internet services. ACCEL’s MOC was written to exclude utilities such as water, electricity, and gas, but it is ambiguous on internet services. The Committee should discuss whether they intend to include or exclude this coverage.

J. To liability arising out of or contributed to by any complete or partial failure to supply water, electricity or gas

Under the Underwriting Standards Policy and Procedure, the following applicable criteria warrants this review:

2. A new service within the Member Agency that would not be considered traditional for the majority of cities in California.
8. Any service agreement situation or arrangement that brings about an increased exposure to loss that is concerning, or reasonably should be concerning, to the risk management personnel/function of the Member Agency.

**RECOMMENDATION:** It is recommended that the Committee review Ontario’s new exposure questionnaire and provide feedback, direct staff, or take action.

#### **Additional Consideration**

**In favor:** A member of ACCEL is disclosing a new risk to ACCEL. Typically, ACCEL provides feedback to confirm if an exposure is likely to be covered or not, or provide feedback to the entity regarding structure, contract language or other input. In this case, the Committee may want to discuss how uniform this exposure is among the members and provide guidance on indemnification, contract language and risk related items.

**Against:** The Underwriting Committee may become aware of a risk that is challenging and not suited for ACCEL because it is not common to Members, not covered by policy language or should be addressed through separate available coverage. If the Committee were to want to move towards excluding an exposure, the Committee should take action to recommend action by the Board of Directors.



**FISCAL IMPACT:** No immediate financial impact is expected.

**BACKGROUND:** ACCEL's Coverage Counsel, Byrne Conley's comments are below:

The failure to supply exclusion is from an ISO form and I think it is in all JPA Memos of Coverage. The theory is that the pooled liability coverage should not act as a type of warranty for municipal services or contractual type promise to uninterrupted supply.

Historically, I do recall that there was some litigation relating to public entities in South Lake Tahoe being unable to supply sufficient sewer treatment services so that there was a lottery on building permits, and property owners tried to sue claiming inverse condemnation because their property lost all value if they could not build. I believe the litigation was unsuccessful but it was a reason for pools adopting failure to supply exclusions right from the start (1986) and they likely were in commercial public entity forms before that.

The biggest claim more recently is one you are no doubt aware of, a member district of ACWA JPA was sued when some water pumps were out of service during construction work and a large fire broke out, destroying many homes, and the fire hydrants lacked water pressure. The trial court overruled a demurrer on the inverse condemnation claim, the District sought a writ to the Court of Appeal and Supreme Court, but these were denied. ACWA JPA was left with a huge liability claim and subsequent disputes with reinsurers. To me, the irony was that at common law public utility suppliers could not be held liable for such failure to supply claims, based on many cases over the years, and the notion that such a failure could be deemed a taking for public use was novel and, in my view, completely unwarranted.

I am not aware of any pool extending the failure to supply exclusion to broadband/internet/wireless communication services. Partly this might be because most such service is supplied by private companies.

If the Board is inclined to expand the exclusion, I would have it say:

J. To liability arising out of or contributed to by any complete or partial failure to supply water, electricity ~~or gas~~, or broadband/internet/wireless communication services.

Some pools have made an exception for sudden and accidental failures based upon physical injury, or even software failure. Some limit it to failure of capacity claims rather than all failures. Some extend the exclusion to sewer, drainage, gas/fuel etc. Some exclude surge claims, particularly where public electric power is provided by some members. Here are samples of what other pools do with the failure to supply exclusion:

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### CJPIA:

H.  
 Any **Claim**, liability, alleged liability, loss, cost, or expense directly or indirectly caused by any complete or partial failure, interruption or surge in the member's supply of water, electrical power, gas or fuel, unless such failure, interruption or surge results from sudden



and accidental physical destruction of tangible property which is used in the generation or transmission of the supply.

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### PERMA:

12. Claims arising out of the failure to supply or provide an adequate or specific supply of gas, water, electricity or sewage capacity. This exclusion shall not apply if such failure arises out of sudden and accidental physical damage to tangible property used in the generation or transmission of the supply, or sudden and accidental failure of computer software or programs used in the generation or transmission of supply, or a sudden interruption in the supply of electricity, gas

or water to the **Covered Party** by a third party utility supplier.

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### PLAN JPA:

L. 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 Entity'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.

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### CSRMA:

13. Arising out of failure or inability to supply or provide an adequate supply of electricity, gas or water. This exclusion, however, does not apply if: a) such failure arises out of sudden and accidental physical damage to tangible property used in the generation or transmission of the supply, or a sudden and accidental failure of computer software or programs used in the generation or transmission of the supply, and b) the combined capacity of your installed production facilities and contractual supply arranges is equal to 110% of the electricity and/or gas demand or 100% of the water demand, whichever demand is applicable to your electric, gas or water system.

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### CARMA:



12.

Claims arising out of the failure to supply or provide an adequate supply of gas, water, electricity, 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, or sewage capacity to meet the demand.

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### **CJPRMA:**

#### 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.

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### **PRISM:**

H. To liability arising out of the failure to provide an adequate supply of fuel, water or electricity; however, this exclusion applies only if such failure to provide results from any decision by the Member's governing body with respect to (1) obtaining such fuel, water or electricity, or (2) allocating such fuel, water or electricity among the users thereof;

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The first three pools listed above are primary pools for cities, CSRMA is for sanitary districts (some supply water as well) and the last three are excess pools. I worked on all of these except PRISM's, and as you can see, each pool takes a slightly different view on what is excluded and what is excepted from the exclusion. The CSRMA Exclusion is the one I would personally prefer, but it is really an underwriting decision of the pool and all of the samples are acceptable.

Keep in mind that exclusions for breach of contract or inverse condemnation could also come into play depending on the pleadings; but a failure to supply exclusion does not depend on whether the plaintiff is suing for breach of contract, breach of warranty, dangerous condition, or inverse condemnation. The contract and inverse exclusions might apply to some causes of action but not others.

As for adding internet/broadband, there is no standard language, but the terms are common ones so additional definitions should not be necessary.

I am enclosing a letter I sent to the Supreme Court in the Yorba Linda Water District (ACWA) case mentioned above. I include it because it collects case law on common law immunity for failure to supply; Plaintiffs in that case were able to evade the immunity be

*A California Joint Powers Authority*

# ACCEL

## Authority for California Cities Excess Liability

c/o Alliant Insurance Services

Corporation Insurance License No. 0C36861

560 Mission Street, 6th Floor, San Francisco, CA 94105



suing under inverse condemnation rather than a tort theory, a result I think was terrible public policy.

Also enclosed is treatise material on the ISO form for a failure to supply exclusion.

### **ATTACHMENT:**

1. New Questionnaire provided by the City of Ontario.
2. Survey responses by ACCEL members

New Exposure Questionnaire

Amended Date: 10/17/19

Reviewed Date: 9/25/23

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Member Agency: City of Ontario

Date: 11/22/23

New Exposure Proposal Name: OntarioNet Broadband Network

Expected Implementation Date: Existing since 2015 (should not be new exposure)

Ongoing Program/Service: Yes or No

If time-limited, end date:

Does current MOC address exposure proposal: Yes or No

If yes, please insert applicable language:

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1. Provide a brief summary of your request (i.e., the Member Agency is proposing to implement/expand “x” program and wants the Board to amend the MOC to cover the new exposure – or – confirm that coverage is already available).
  - a. *City of Ontario has implemented the “OntarioNet Broadband Network” program and wants the Board to amend the MOC to cover the new exposure – or – confirm that coverage is already available from previous requests.*
  
2. Describe the proposal under consideration (include information on the size/extent of the proposal; key factors driving the proposal; key hazards or exposures created by the proposal; proposal partners and their respective roles; etc.).
  - a. *See the attached Council Agenda Report describing the project in the then-current state of 2021 and the proposed expansion of the network footprint and operations today.*
  - b. *See the attached presentation describing the key factors driving the proposal; key hazards or exposures created by the proposal; the proposal partners and their respective roles.*
  
3. Describe the financial impact of the proposal on the City (i.e., payroll, service and supply expenses, capital costs, revenue generation, etc.).
  - a. *See the attached Council Agenda Report and pre-funding financial analysis describing the project’s financial impact on the City.*
  
4. Describe the steps that the City will take to minimize/eliminate the hazards or exposures created by the proposal (address implementation phase and ongoing management).

5. Provide any additional information to assist the Underwriting Committee and/or Board with evaluating the proposal (e.g., immunities, legislation, jurisdictional issues, political issues, public benefit, etc.).

Member	Is your Member Agency providing Broadband/Internet Services?	If so, is this for business and/or residents?	If so, please explain the number of customers and customer agreement regarding the failure to provide services. (i.e. is there a method to limit the claims of loss due to failure to provide service )	Does the city provide any other services that may be similar to a public utility like water, sewer, electricity or gas? E.g. broadband, cable tv, phone
City of Anaheim	NO	N/A	N/A	YES, electricity and water through Anaheim Public Utilities.
City of Bakersfield	No			
City of Burbank	a. Burbank provides and manages private and public Wi-Fi services. Guest WiFi is available in Downtown Burbank, a few public parks, and at all libraries.  b. ONE Burbank offers Burbank businesses reliable fiber networking services.	a. Guest WiFi is available for individuals at the locations mentioned above  b. ONE Burbank is available for businesses.	<ul style="list-style-type: none"> <li>• For Guest WiFi use, users will need to agree to the terms before using/accessing the guest wifi</li> <li>• ONE Burbank – I will confirm that we have a terms of agreement for customers to execute to limit claims of loss due to failure to provide service.</li> </ul>	a. Yes, Water & Electricity through our Burbank Water and Power Department. Sewer services through our Public Works Department.
City of Modesto	No	N/A	N/A	Water and Sewer only, as reported on annual renewal application.
City of Monterey	NO	N/A	N/A	Sewer through M1W
City of Mountain View	No	N/A	N/A	No
City of Palo Alto	Yes	Currently for business only; “Fiber to the Home” project initiative is in planning phase I through fy25	194 customer accounts; Palo Alto customer agreements require customers to maintain business interruption insurance	Yes, water, wastewater, electric, gas and water treatment plant
City of Salinas	We do not provide broadband/internet services.			The City provides sewer and stormwater services to residents

Member	Is your Member Agency providing Broadband/Internet Services?	If so, is this for business and/or residents?	If so, please explain the number of customers and customer agreement regarding the failure to provide services. (i.e. is there a method to limit the claims of loss due to failure to provide service )	Does the city provide any other services that may be similar to a public utility like water, sewer, electricity or gas? E.g. broadband, cable tv, phone
City of Santa Barbara	NO; Santa Barbara does NOT provide broadband/internet service for any third party.			NO
City of Santa Cruz	The City of Santa Cruz does not provide broadband/internet services or anything like that.			
City of Santa Monica	Yes, but we're not an ISP and are not registered with CPUC.	Both	<p>We have about 25 business customers and 90 residential customers (spread over 12 buildings own by an affordable housing provider.) We are required to respond to business customers with 4 hours and it's "best effort" with residential customers. Residential service is still technically a pilot program so there's really no liability. When we have had brief outages in the past, we did our best to restore service as soon as possible.</p> <p>In the customer agreements failure to provide service claims or credits are limited to the yearly cost of service. Business agreements range from \$15,000 to \$20,000 a year. So, if service is down for the \$20K customer for a day we would owe a \$54.80 credit. Residential customers a charged \$48 a month. The program is 21 years old, and we have not given any credits since the program began in 2002.</p>	We also provide (leased) fiber services to businesses only. There are 5 customers whole lease fiber from the City. This is beneficial to businesses with multiple locations within Santa Monica who can utilize our fiber to connect their different offices together.
City of Visalia	No	N/A	N/A	Only sewer, and solid waste pickup



**Item No. C.1.a.ii**  
**Underwriting Committee**  
**January 31, 2024**

### NEW ACCEL EXPOSURE QUESTIONNAIRE: CITY OF VISALIA EMS COORDINATOR

**ISSUE:** The City of Visalia has requested the Underwriting Committee review a new City exposure, City of Visalia employs an EMS Coordinator and recent discussions have led the department to believe that coverage through ACCEL's Liability Pool may not provide coverage for their job duties, and that they may need separate Medical Malpractice coverage. The relevant ACCEL MOC exclusion is below:

- K. To liability arising out of medical professional services provided by any doctor, nurse, or dentist employed by or contracted by the Member Agency, including:
  - (1) Rendering, or failure to render:
    - (a) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of foods or beverages in connection therewith.
    - (b) Any service or treatment conducive to health or of a professional nature.
    - (c) Any cosmetic or tonsorial service or treatment.
  - (2) Furnishing of, or dispensing of, drugs or medical, dental, or surgical supplies or appliances.

This exclusion does not apply to the activities of paramedics, emergency medical dispatchers, technicians or similar personnel.

Under the Underwriting Standards Policy and Procedure, the following applicable criteria warrants this review:

- 2. A new service within the Member Agency that would not be considered traditional for the majority of cities in California.
- 8. Any service agreement situation or arrangement that brings about an increased exposure to loss that is concerning, or reasonably should be concerning, to the risk management personnel/function of the Member Agency.

**RECOMMENDATION:** It is recommended that the Committee review Visalia's new exposure questionnaire and provide feedback, direct staff, or take action.



### Additional Consideration

**In favor:** A member of ACCEL is disclosing a new risk to ACCEL. Typically, ACCEL provides feedback to confirm if an exposure is likely to be covered or not, or provide feedback to the entity regarding structure, contract language or other input. In this case, the Committee may want to discuss how uniform this exposure is among the members and provide guidance regarding indemnification, contract language and risk related items.

**Against:** The Underwriting Committee may become aware of a risk that is challenging and not suited for ACCEL because it is not common to Members, not covered by policy language or should be addressed through separate available coverage. If the Committee were to want to move towards excluding an exposure, the Committee should take action to recommend action by the Board of Directors.

**FISCAL IMPACT:** Cannot be determined at this time.

**BACKGROUND:** Visalia's EMS coordinator is a Registered Nurse but is also the manager for all things EMS/medical related for the Visalia Fire Department. The current MOC excludes coverage for nurses but there is a carveback for emergency personnel.

### **ATTACHMENT:**

1. New Questionnaire provided by the City of Visalia
2. Emergency Medical Services Immunity For RN
3. Member Results of Nurses in Police & Fire Survey

New Exposure Questionnaire

Amended Date: 10/17/19

Reviewed Date: 9/25/23

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Member Agency: City of Visalia

Date: 10/26/2023

New Exposure Proposal Name: EMS Coordinator – Medical Malpractice Coverage

Expected Implementation Date: As soon as reasonably possible

Ongoing Program/Service: Yes

If time-limited, end date:

Does current MOC address exposure proposal: Requesting Confirmation from ACCEL

If yes, please insert applicable language:

- 
1. Provide a brief summary of your request (i.e., the Member Agency is proposing to implement/expand “x” program and wants the Board to amend the MOC to cover the new exposure – or – confirm that coverage is already available).

City of Visalia employs an EMS Coordinator and recent discussions have led the department to believe that coverage through ACCEL’s Liability Pool may not provide coverage for his job duties, and that he may need Medical Malpractice coverage. I believe the questions began because our coordinator is also a Registered Nurse. We are looking to ACCEL to determine if Med Mal coverage is needed, or if the duties of his job are covered under the MOC.

Reference to MOC language in Exclusions, Item K: “This exclusion does not apply to the activities of paramedics, emergency medical dispatchers, technicians or similar personnel.” Is there coverage under the pool for his job duties?

2. Describe the proposal under consideration (include information on the size/extent of the proposal; key factors driving the proposal; key hazards or exposures created by the proposal; proposal partners and their respective roles; etc.).

The EMS Coordinator is an RN. He is the manager for all things EMS/medical related to the Visalia Fire Department (VFD). This includes duties such as Quality Assurance and improvement processes related to medical response and care rendered in the emergency response 911 system. He is responsible for medical-related training and related certifications for the EMTs and Paramedics employed by the Fire Department. He represents the department as the Prehospital Liason Officer (PLO) to our local EMS Local Emergency Medical Services Agencies (CEMSA) or governing body and to other EMS agencies and hospitals. He directly supervises the Squad Paramedics and manages the

VFD Squad Program. He has many other duties that do not relate to providing patient care. As a supervisor to the Squad Paramedics and EMS Manager for the department, at times, he will ride with crews while they respond to emergency calls. Providing direct patient care in the 911 system is not a primary role; however at times while riding with crews to evaluate and provide in-field observation, he has the ability to assist the crews and public in certain emergent situations. An example might be a crew is dispatched to a cardiac arrest call while he is riding and a crew needs assistance with a specific skill or treatment to help this patient achieve a desirable outcome. He could and would, in this instance, provide treatment as he is the highest level of medical provider in the organization. Another example would be that there is a vacancy on a shift or for a few hours, and he may fill in for a paramedic to provide care to keep that rig in service. This example is less common but could happen a handful of times annually.

3. Describe the financial impact of the proposal on the City (i.e., payroll, service and supply expenses, capital costs, revenue generation, etc.).

N/A.

4. Describe the steps that the City will take to minimize/eliminate the hazards or exposures created by the proposal (address implementation phase and ongoing management).

These instances described in question 2 are not the primary role of the EMS Coordinator and will be infrequent but necessary to ensure ongoing quality assurance and quality improvement. He and the City are looking for confirmation from the pool regarding coverage in the event something happens while carrying out these duties.

5. Provide any additional information to assist the Underwriting Committee and/or Board with evaluating the proposal (e.g., immunities, legislation, jurisdictional issues, political issues, public benefit, etc.).

The presence of an experienced Emergency-trained Registered Nurse in the role of EMS Coordinator brings considerable advantages to both the city and the public. This individual effectively manages EMS personnel, their competencies, training, and overall quality. For the success of the VFD EMS service, it is crucial to incorporate both prospective and retrospective observation and analysis. Equally vital are concurrent observations, including direct clinical review and real-time training, to guarantee the highest standard of practice and optimal outcomes for our citizens. This encompasses the coordinators active involvement in patient care activities during critical moments. For more information regarding EMS and immunity related to RN, please refer to the attached document.



**EMERGENCY MEDICAL SERVICES: IMMUNITY FOR RN**  
**(at the scene of an emergency or during an emergency air or ground ambulance transport)**

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Legislation enacted during the 2011-2012 Session

Effective January 1, 2013 SB 1365 (Negrete, McLeod), Chapter 69, is an act to amend Section 1799.106 of the Health and Safety Code, relating to emergency medical services.

This bill will extend the above-described liability limit applicable to firefighters, police officers or other law enforcement officers, and emergency medical technicians to emergency medical services, rendered during an emergency air or ground ambulance transport, and emergency medical services rendered by a registered nurse, as defined, at the scene of an emergency or during an emergency air or ground ambulance transport.

*The people of California do enact as follows:*

**SECTION 1.** The Legislature finds and declares both of the following :

(a) Since the original enactment of Section 1799.106 of the Health and Safety Code, registered nurses have become more directly involved in the provision of emergency medical services, as crew members in both air and ground ambulances.

(b) Registered nurses should be encouraged to provide emergency medical services in air and ground ambulances in the same way as firefighters, law enforcement, and EMT-Is and EMT-Ps.

**SECTION 2.** Section 1799.106 of the Health and Safety Code is amended to read:

1799.106. (a) In addition to the provisions of Section 1799.104 of this code, Section 2727.5 of the Business and Professions Code, and Section 1714.2 of the Civil Code, and in order to encourage the provision of emergency medical services by firefighters, police officers or other law enforcement officers, EMT-I, EMT-II, EMT-P, or registered nurses, a firefighter, police officer or other law enforcement officer, EMT-I, EMT-II, EMT-P, or registered nurse who renders emergency medical services at the scene of an emergency or during an emergency air or ground ambulance transport shall only be liable in civil damages for acts or omissions performed in a grossly negligent manner or acts or omissions not performed in good faith. A public agency employing such a firefighter, police officer or other law enforcement officer, EMT-I, EMT-II, EMT-P, or registered nurse shall not be liable for civil damages if the firefighter, police officer or other law enforcement officer, EMT-I, EMT-II, EMT-P, or registered nurse is not liable.

(b) For purposes of this section, "registered nurse" means a registered nurse trained in emergency medical services and licensed pursuant to Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code.

Members	1. Is your Entity employing a nurse?	2. Does the city employ a nurse that performs any duties beyond emergency medicine/911 response?	3. If so, please briefly describe their department and duties.
Anaheim	No	No	Anaheim does not employ any nurses on staff with AF&R as we discontinued the Community Response Team. All current nurses on staff are contract nurses who assisted infectious disease control during covid. They now assist AF&R with contract review, policy drafting, etc. They do not perform any nursing duties.
Bakersfield	Not at this time, but Fire has indicated an interest for the future possibly.	No	
Burbank	No response yet 12/27/23		
Modesto	No	No	
Monterey	No	No	
Mountain View	No	No	
Ontario	We have 3 RNs, but one is the EMS director and therefore does not usually act in the RN position	The Nurses employed by the city do not respond to 911 calls.	<ul style="list-style-type: none"> <li>a.Develops, implements, and evaluates Emergency Medical Service (EMS) programs.</li> <li>b.Maintains and implements the Continuous Quality Improvement (CQI) program; evaluates and analyses EMS needs, trends and system effectiveness and makes recommendations for improvement.</li> <li>c.Identifies CQI system trends and develops education and recommendations for improvement.</li> <li>d.Participates in QI committees both internally and externally to stay current on patient care/education trends, up to date on the latest requirements, and system improvements including the emergency medical dispatch system.</li> <li>e.Serves as the designated Infection Control Officer and coordinates with hospitals to obtain follow-up data and contract tracing; assists personnel with exposure management plan of care; and maintains and implements the Exposure Control Plan.</li> <li>f.Under the direction of a physician, may provide immunizations, tuberculosis tests, or other medication as needed by Ontario Fire Department (OFD) employees.</li> <li>g.Identifies, develops, delivers, and evaluates education for the on-going development, accreditation, certification and recertification of Paramedics (EMT-P), Emergency Medical Technicians (EMT), and Emergency Medical Dispatchers (EMD) in compliance with EMS Continuing Education, and adherence to local protocols, California Code of Regulations, state law, and federal standards.</li> <li>h.May assist with monitoring and ensuring continuing education, certification, and licensure requirements are current for EMT-1 and EMT Paramedic personnel.</li> <li>i.Works collaboratively with the EMS Administrator to determine components of education, delivery methods, verification of hands-on skills training, and testing as required by law.</li> <li>j.Evaluates the effectiveness of education and training through direct observation, direct interaction, feedback from hospital providers, and continuous quality improvement studies.</li> <li>k.Evaluates local protocols and regulations and maintains Department adherence to them.</li> <li>l.Assists, as needed, in the development of policies and procedures as it relates to minimize risk and optimizing patient care.</li> <li>m.Utilizes professional skills and education to assist in maintaining the health and safety of OFD personnel and ensures quality patient care.</li> <li>n.May be requested to assist in providing medical monitoring at training and fire incidents.</li> <li>o.Assists with the EMS program training budget.</li> <li>p.May serve as liaison with state and local regulatory agencies, base hospital personnel, paramedic receiving center hospital personnel, other fire agencies, paramedic training institutions, the general public and other agencies/individuals regarding EMS programs.</li> <li>q.Performs other related duties as assigned.</li> </ul>

Members	1. Is your Entity employing a nurse?	2. Does the city employ a nurse that performs any duties beyond emergency medicine/911 response?	3. If so, please briefly describe their department and duties.
Palo Alto	No	No	
Salinas	No	No	
Santa Barbara	Yes	Yes	Fire Dept – creates and develops training for EMT staff, provides oversight of the EMT program
Santa Cruz	No	No	
Santa Monica	Yes, but job spec and tasks do not require a nursing degree for this position.	Yes	The EMS Educator functions primarily as a trainer and in administration of EMS. They also act as the designated infection control officer for SMFD/SMPD (coordinates with hospitals to obtain follow up exposure data. Assists fire and police personnel with exposure management plan of care
Visalia	Yes, our EMS Coordinator is also a Registered Nurse	We employ an EMS Coordinator, with the job requirement of being an RN.	1. Visalia's EMS Coordinator is an RN. He is a manager of all things EMS/medical related to the Visalia Fire Department (VFD). This includes duties such as Quality assurance and quality Improvement processes related to medical response and care rendered in the emergency response 911 system. He is responsible for medical related training and related certifications for the EMTs and Paramedics employed by the VFD. He represents the department as the Prehospital Liason Officer(PLO) to our Local EMS Agency or governing body and to other EMS agencies and hospitals. He directly supervises the Squad Paramedics and manages the VFD Squad Program. He has many other duties that do not relate to providing patient care. As a supervisor to the Squad paramedics and EMS manager for the department, at times he will ride with crews while they respond to emergency calls. Providing direct patient care in the 911 system is not a primary role for the EMS Coordinator. At times while riding with crews he has to evaluate and provide in-field observation with the ability to assist the crews and public in certain emergent situations. An example might be a crew is dispatched to cardiac arrest call while the Coordinator is riding and a crew needs assistance with a specific skill or treatment to help this patient achieve a desirable outcome. He could and would in this instance provide treatment as he is the highest level of medical provider in the organization. Another example would be that there is a vacancy on a shift or for a few hours on a shift and he may fill in for a paramedic to provide care and keep that rig in service. This example is less common but could happen a handful of times annually.