



AGENDA

JPA: ACCEL EXECUTIVE COMMITTEE MEETING

DATE/TIME: Wednesday, July 6, 2022 at 2:00 PM

LOCATION: Teleconference

Link: <https://alliantinsurance.zoom.us/j/98936234495?pwd=c2lnNGFvRFpGNjYU2ZGWDRzeTY3Zz09>

Meeting ID: 989 3623 4495

Passcode: 905832

Dial: (669) 900-6833

LEGEND : A – Action may be taken

I – Information

1 – Included

2 – Handout

3 – Separate

4 – Verbal

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.

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 at (415) 403-1400 twenty-four hours in advance of the meeting. Entrance to the meeting location requires 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.

- | | |
|-------------------|--|
| MEMBER | • City of Bakersfield, 1600 Truxtun Ave., 4 th Floor, Bakersfield, CA 93301 |
| LOCATIONS | • City of Palo Alto, 250 Hamilton Ave., 1 st Floor, Palo Alto, CA 94301 |
| VIA TELE - | • City of Santa Barbara, 735 Anacapa St., Santa Barbara, CA 93101 |
| CONFERENCE | • City of Santa Monica, 1685 Main Street, Room 131, Santa Monica, CA 90401 |

PAGE

A. CALL TO ORDER

B. CONSENT CALENDAR

3-5

- 1 1. Approval of Minutes – July 21, 2021 Executive Committee Meeting

Members will review this item and may take action to approve or amend.

(A)

C. EXECUTIVE COMMITTEE

6-9

- 1 1. Appointment of Subcommittee Members

The Executive Committee may take action to assign the Claims, Finance, and Underwriting Committee, or give direction.

(A)

10-54

- 1 2. Review of ACCEL's Policies and Procedures:

The Committee will review the following policies and procedures and may take action to provide a recommendation to the Board or provide direction.

(A)

- i. Alternate Rights
- ii. Arbitration of Non-Coverage Disputes
- iii. Expulsion of Member Agency
- iv. Meeting Attendance and Technology
- v. Records Retention
- vi. Use of Resolutions

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



D. PUBLIC COMMENTS

(I)

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

ADJOURNMENT



MINUTES OF THE ACCEL EXECUTIVE COMMITTEE MEETING

Item No. B.1
Executive Committee
July 6, 2022

Wednesday, July 21, 2021 at 3:00 PM

LOCATION: TELECONFERENCE

Link: <https://alliantinsurance.zoom.us/j/91851751843?pwd=RHZxQVFQZTF0YzhiVWdkV0ZXRzNtdz09>

Meeting ID: 918 5175 1843; Passcode: 507525

Dial: (669) 900-6833

MEMBERS PRESENT:

Jena Covey, City of Bakersfield
Sandra Blanch, City of Palo Alto
Mark Howard, City of Santa Barbara
Oles Gordeev, City of Santa Monica

MEMBERS ABSENT: None

GUESTS AND CONSULTANTS:

Conor Boughey, Alliant Insurance Services
Lorissa Huey, Alliant Insurance Services

A. CALL TO ORDER

Jena Covey called the meeting to order at 3:01 PM.

B. Consent Calendar

B1. Approval of Minutes for the June 3, 2021 Executive Committee Meeting

A motion was made to approve the consent calendar.

MOTION: Mark Howard **SECOND:** Sandra Blanch **MOTION CARRIED**

	Jena Covey	Sandra Blanch	Mark Howard	Oles Gordeev
Aye	X	X	X	X
Nay				
Abstain				



C. EXECUTIVE COMMITTEE

C1. Appointment of Subcommittee Members

A motion was made to appoint Members to the subcommittees as illustrated below:

CLAIMS COMMITTEE:
<i>Claims Committee Chair is chosen by the Claims Committee each year</i>
1. Oles Gordeev
2. Betsy McClinton
3. Charlotte Dunn
4. Jena Covey
5. Jiles Smith
6. Tracey Matthews
UNDERWRITING COMMITTEE:
<i>Chaired by Vice President</i>
<i>President is an automatic member, per Bylaws</i>
1. Mark Howard – Chair
2. Jena Covey
3. Rhonda Combs
4. Ross Brandon
5. Tracey Matthews
6. Sandra Blanch
FINANCE COMMITTEE:
<i>Chaired by Treasurer</i>
1. Oles Gordeev - Chair
2. Claudia Koob
3. Mark Howard
4. Sandra Blanch
5. Sarin Roth
6. Mindy Decker



MOTION: Mark Howard

SECOND: Oles Gordeev

MOTION CARRIED

	Jena Covey	Sandra Blanch	Mark Howard	Oles Gordeev
Aye	X	X	X	X
Nay				
Abstain				

D. PUBLIC COMMENTS - There were no public comments.

ADJOURNMENT

Jena Covey adjourned the meeting at 3:14 PM.

DRAFT



Item No. C.1
Executive Committee
July 6, 2022

APPOINTMENT OF SUBCOMMITTEES

ISSUE: The Executive Committee annually appoints ACCEL's Subcommittees.

At the June 2022 Board Meeting, the following Members expressed interested in the subcommittees as outlined below:

- 1) Tracey Matthews, City of Anaheim would like to remain on the Claims Committee and will stay on the Underwriting Committee if no one else is interested.
- 2) Jena Covey, City of Bakersfield would like to remain on the Claims Committee. As the President, Jena is an automatic Member of the Underwriting Committee.
- 3) Betsy McClinton, City of Burbank is willing to move to the Finance Committee, but prefers the Claims Committee.
- 4) Joe Rodriguez, City of Modesto would like to be on the Finance Committee.
- 5) Claudia Koob, City of Mountain View did not express interest be on a Committee.
- 6) Jeannette Chavez, City of Ontario did not express interest be on a Committee.
- 7) Sandra Blanch, City of Palo Alto will stay on the Finance Committee and move off the Underwriting Committee.
- 8) Mark Howard, City of Santa Barbara is the Vice President and is automatically the Underwriting Committee Chair per the Bylaws. Mark would like to remain on the Finance Committee.
- 9) Oles Gordeev, City of Santa Monica is the Treasurer and is automatically the Finance Committee Chair per the Bylaws. Oles would like to remain on the Claims Committee.
- 10) Charlotte Dunn, City of Visalia would like to stay on the Claim Committee, but is willing to move to the Finance Committee if needed elsewhere.
- 11) Ross Brandon, City of Santa Cruz was not in attendance today. The Board discussed adding him to the Claims Committee if interested and keeping him on Underwriting Committee.

The Program Administrators reached out to Ross after the June 2022 Board Meeting, Ross said he would like to increase his participation in ACCEL which means he would like to remain on the Underwriting Committee and gain some experience on the Claims Committee.



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12) Rhonda Combs, City of Salinas attend the Board Meeting as a guest. Rhonda stated that she would like to remain on the Underwriting Committee.

13) The City of Monterey did not state which Committee it is interested in.

The maximum number of participants for each Committee is 6 (13 Board Members). If there were 7 participants in one Committee and they all were to attend a Committee meeting, there would have a majority of the Board at the meeting, and therefore it would be a Board Meeting.

However, if there are 6 Members on the Committee and a non-Committee Member (City X) had a topic to bring up for discussion and wanted to attend the Committee Meeting as guest, City X would not be able to because that will be 7 participants, a quorum of the Board. Therefore, the maximum number of participants on a Committee should be 5.

CLAIMS COMMITTEE:
<i>Claims Committee Chair is chosen by the Claims Committee each year</i>
1) Tracey Matthews
2) Betsy McClinton
3) Jena Covey
4) Oles Gordeev
5) Ross Brandon
UNDERWRITING COMMITTEE:
<i>Chaired by Vice President</i>
<i>President is an automatic member, per Bylaws</i>
1) Mark Howard – Chair
2) Jena Covey
3) Rhonda Combs
4) Ross Brandon
5) Tracey Matthews
FINANCE COMMITTEE:
<i>Chaired by Treasurer</i>
1) Oles Gordeev - Chair
2) Charlotte Dunn
3) Joe Rodriguez
4) Mark Howard
5) Sandra Blanch

RECOMMENDATION: The Program Administrators recommend the Executive Committee review the 2021/22 assignments and take action to appoint the 2022/23 subcommittees.

FINANCIAL IMPACT: No financial impact is expected from the recommended action.



BACKGROUND: Each year the Executive Committee Members appoint the Subcommittee Members for the upcoming program year. The Underwriting Committee is chaired by the Vice President, the Finance Committee is chaired by the Treasurer, and the Claims Committee Chair is then appointed by the Committee per the Bylaws.

ARTICLE IV ELECTION OF OFFICERS AND APPOINTMENT OF COMMITTEE MEMBERS

The Board of Directors shall elect the officers from among the Board members. For each fiscal year, the officers shall be elected in the following manner:

- A. Each Board member may place another Board member in nomination for each office.
- B. Each Board member shall cast one vote for the candidate of their choice for each office.
- C. All terms of office shall be for one year. The officers shall begin serving terms upon the beginning of the fiscal year immediately following the election. The terms of office shall end on June 30 of each year.
- D. Elections shall be held whenever there is an office vacancy.
- E. Officers shall hold their positions as individuals and not as a representative of a specific public entity.

The Executive Committee will be comprised of the elected officers. The Executive Committee shall appoint members to the Underwriting, Claims and Finance Committees. Ad hoc committees may be appointed by the President.

ARTICLE VI COMPOSITION AND DUTIES OF COMMITTEES

The operation of the Authority shall be overseen by four standing committees: Executive, Underwriting, Finance, and Claims. ACCEL Member Alternates may be appointed to serve as members of the Underwriting, Finance and Claims Committees, but not as Chairperson.

ATTACHMENT: Prior year's Committee Assignments.



Attachment

ACCEL COMMITTEE ASSIGNMENTS 2021-2022	
EXECUTIVE COMMITTEE:	
President	Jena Covey
Vice President	Mark Howard
Treasurer	Oles Gordeev
Secretary	Sandra Blanch
CLAIMS COMMITTEE:	
<i>Claims Committee Chair is chosen by the Claims Committee each year</i>	
1. Tracey Matthews – Chair	
2. Betsy McClinton	
3. Charlotte Dunn	
4. Jena Covey	
5. Oles Gordeev	
UNDERWRITING COMMITTEE:	
<i>Chaired by Vice President</i>	
<i>President is an automatic member, per Bylaws</i>	
1. Mark Howard – Chair	
2. Jena Covey	
3. Rhonda Combs	
4. Ross Brandon	
5. Tracey Matthews	
6. Sandra Blanch	
FINANCE COMMITTEE:	
<i>Chaired by Treasurer</i>	
1. Oles Gordeev - Chair	
2. Mark Howard	
3. Sandra Blanch	



Item No. C.2
Executive Committee
July 6, 2022

REVIEW OF ACCEL'S POLICIES AND PROCEDURES:

- I. ALTERNATE RIGHTS**
- II. ARBITRATION OF NON-COVERAGE DISPUTES**
- III. EXPULSION OF MEMBER AGENCY**
- IV. MEETING ATTENDANCE AND TECHNOLOGY**
- V. RECORDS RETENTION**
- VI. USE OF RESOLUTIONS**

ISSUE: The following Policies and Procedures (P&P) fall under the Executive Committee's (EC) purview. At the EC Meeting on held in July 2020, the EC established that these are reviewed every even numbered year.

- i. Alternate Rights
 - Last Review Date: July 22, 2020; no changes needed
- ii. NEW: Arbitration of Non-Coverage Disputes
 - Adopted at the June 16 and 17, 2022 Board Meeting. The Board assigned it to the EC.
 - The Committee should establish a frequency of review.
- iii. Expulsion of Member Agency
 - Last Review Date: July 22, 2020; no changes needed
- iv. Meeting Attendance and Technology
 - Amended October 6, 2020
 - This policy is a combination of the "Attendance of Regularly Scheduled Board Meetings" and "Use of Technology for Non Regularly Scheduled Meetings" Policies and Procedures.
- v. Records Retention
 - Last Review Date: July 22, 2020; no changes needed
- vi. Use of Resolutions
 - Amended October 6, 2020
 - Added "Retro Calculation" and "Suspending Program Years"

RECOMMENDATION: The Program Administrators recommend the Executive Committee discuss this item and take action to make a recommendation to amend any of these Policies and Procedures if necessary, including how frequently to review the Arbitration of Non-Coverage Disputes P&P, and report back to the Board.

FINANCIAL IMPACT: No financial impact is expected from the recommended action.



BACKGROUND: At the October 2017 Board Meeting, the Executive Committee has delegated to each of the other three subcommittees: Claims, Finance and Underwriting to decide when and how frequently they will want to review ACCEL's Policy & Procedures, Governing Documents, and perform Service Providers Evaluations.

The Executive Committee met on July 9, 2018 to discuss which Policies and Procedures fall under their purview and they are:

- (1) Alternate Rights
- (2) Expulsion of Member Agency
- (3) Meeting Attendance and Technology
 (Formerly known as:
 - a. Teleconference/Webinar Meeting and was restated to:
 - b. Attendance of Regularly Scheduled Board Meetings, and
 - c. Use of Technology for Non-Regularly Scheduled Meetings)
- (4) Records Retention
- (5) Use of Resolutions
- (6) Conflict of Interest Code (*which is technically reviewed by the Board, but will be assigned to the Executive Committee to ensure that it is reviewed biennially*)

At that meeting, direction was given to the Program Administrators attach all the Policies and Procedures listed above so the Committee can review and discuss the appropriate scheduling of how frequently these are reviewed; and report back at the Long Range Planning that was held on September 11, 2018.

ATTACHMENT(s): ACCEL Policies and Procedures:

1. Alternate Rights
2. Arbitration of Non-Coverage Disputes
3. Expulsion of Member Agency
4. Meeting Attendance and Technology
5. Records Retention
6. Use of Resolutions
7. JPA Agreement (*For Reference*)
8. Bylaws (*For Reference*)

ADMINISTRATIVE POLICY AND PROCEDURE

SUBJECT: BOARD REPRESENTATION - ALTERNATE RIGHTS

DATE: June 21, 1991

AMENDED DATE:

REVIEWED DATE: July 22, 2020

STATEMENT

The Joint Powers Agreement provides for each Member Agency of ACCEL to be represented on the Board of Directors by one representative. The representative has authority to bind the Member Agency on all matters pertaining to the Agreement.

As there is no specific provision in the Joint Powers Agreement or the Bylaws for alternate representatives, it is the Member Agency's responsibility to select a duly authorized alternate. To provide for alternative representation at the Board of Directors meetings, the following administrative procedure has been adopted.

POLICY

1. Each Member Agency shall provide the Authority with documentation of an official City Council action, or a document from the City Administrator/Manager, naming the primary representative to the Board of Directors and, if necessary, any alternate representative. Either document may make the designation in the form of a named individual or named position.
2. A copy of the documentation required above shall be placed on file with the Secretary and Program Administrator.
3. When an alternate representative attends an ACCEL meeting, he/she will be asked on the record to identify himself/herself and to state if they are the official representative of the Member Agency.

ADMINISTRATIVE POLICY AND PROCEDURE

SUBJECT: ARBITRATION OF NON-COVERAGE DISPUTES

DATE: June 16, 2022

AMENDED DATE:

REVIEWED DATE:

STATEMENT

NON-COVERAGE DISPUTE DETERMINATIONS-

This Policy and Procedure applies to disputes arising out of the interpretation or application of the ACCEL Joint Powers Agreement, Bylaws, and/or Administrative Policies and Procedures, or any other dispute between a Member and ACCEL, except coverage disputes arising from the interpretation or application of the Memorandum of Coverage. When a non-coverage dispute arises between the Authority and a Member, the following procedures are to be followed:

- (a) **Request for Reconsideration.** Any Member with a non-coverage dispute with ACCEL can bring that dispute to either the Program Administrator, the President or to the Executive Committee at its discretion, in writing, citing the nature of the dispute and recommendations for resolution in favor of the Member. If the issue can be addressed by the Program Administrator without amending any ACCEL practices and procedures, and is agreed to by the Member, the Program Administrator can proceed to resolve the issue. If this does not succeed in resolving the issue, the Member is entitled to appeal to the Executive Committee and then the Board of Directors, as set forth below.
- (b) **Executive Committee Appeal.** If the dispute is to be presented to the next Executive Committee agenda, the Member shall notify the Program Administrator or the President or both of the nature of the dispute and any recommendations for resolution at least 30 days prior to the next Executive Committee meeting. Appeal requests received with less than 30 day notice will either be held for the next following meeting, or in the discretion of the Board President, can be placed on the agenda with less than 30 day notice if there is a need for prompt action and there is compliance with the Brown Act. The Member can present its issue in writing or in person, or both, to the Executive Committee which shall then make an initial determination as to an acceptable resolution, if possible, and with the agreement of the Member, to so direct staff. If no resolution can be agreed upon by the Executive Committee and the Member, then the dispute can be appealed by the Member to the Board of Directors. (Note: If the Member with the dispute is also represented on the Executive Committee, that Member representative shall be deemed to have a conflict and shall be excluded from any final deliberation and vote of the Executive Committee.)
- (c) **Board of Directors Appeal:** A Member's decision to appeal the Executive Committee determination on a dispute to the Board of Directors shall be submitted in writing within thirty (30) calendar days of the date of the Executive Committee's written notice of the dispute determination.

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 Program Administrator in conjunction with the Executive Committee and the Member will have the right to submit written materials and present the dispute to the Board of Directors, subject to reasonable time constraints. (Note: The representative for the Member shall be deemed to have a conflict and shall be excluded from final deliberation and a vote of the Full Board on this matter.)

Any decision by the Board of Directors with respect to the non-coverage dispute shall not be subject to any court action.

- (d) **Arbitration.** However, if the Member disagrees with the decision of the Board of Directors regarding the non-coverage dispute, the Member dispute may instead be submitted to binding arbitration in accordance with the procedures set forth below:

Notice of a request for binding arbitration by the Member must be submitted within thirty (30) calendar days from the date of the noticed decision by the Board of Directors.

The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. Arbitration shall be conducted pursuant to the California Arbitration Act, Code of Civil Procedure sections 1280, et seq. The arbitrator(s) shall issue a written opinion stating the basis for the award.

The course of the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator(s). No appeals shall be allowed from the arbitration award except those permitted under Code of Civil Procedure section 1286.2, relating to corruption, fraud, misconduct, etc.

The cost of arbitration (arbitrator fees and reporter costs, if any) shall be shared equally by the Member and ACCEL. Each side shall bear its own attorney fees.

Under no circumstances shall ACCEL be liable for consequential damages, “bad faith” damages, or any sums beyond any amounts due under the ACCEL JPA Agreement, Bylaws and any applicable policies and procedures.

ADMINISTRATIVE POLICY AND PROCEDURE

SUBJECT: EXPULSION OF MEMBER AGENCY

DATE: October 19, 1990

AMENDED DATE: October 11, 2018

REVIEWED DATE: July 22, 2020

STATEMENT

Article XX of the Amended Joint Powers Agreement creating the Authority for California Cities Excess Liability (ACCEL) provides the Authority may expel any member agency, with or without cause, as a participant in any program or as a member of the Authority by a two-thirds vote of all Directors, whether or not present at a Board Meeting, hereinafter defined as the **Full Board**. The purpose of these procedures is to provide an equitable, fair and impartial method for the processing of a recommendation for the expulsion of a member agency from a particular program or programs of the Authority or as a member of the Authority. These procedures shall provide for an expeditious and timely process, the provision of timely and appropriate notice, and the opportunity for any interested party to appear and be heard before the Board.

POLICY

A. INITIATION OF EXPULSIONS PROCESS

Any member agency or any standing committee of the Board may make a written request to the Board of Directors for the consideration of the expulsion of a member agency. Said written request shall set forth the reasons, if any, for the proposed expulsion, and any facts, and/or arguments in support thereof. The Board of Directors shall review the written request and determine by ballot with a majority vote of the **Full Board** as to whether or not there is a sufficient basis to proceed with an investigation. If it is determined that an investigation should be conducted, the Board of Directors shall notify the party presenting the written request and the member agency in question. A copy of the written request shall be provided to the named member agency. If it is determined that there is no basis to conduct a further investigation, the party filing the request and the named member agency shall be notified in writing and the matter shall be considered closed.

B. PRELIMINARY INVESTIGATION AND DETERMINATION BY THE EXECUTIVE COMMITTEE

Where the Board of Directors has determined that an investigation is appropriate, the Executive Committee shall conduct a preliminary investigation. If the named member agency serves as a member of the Executive Committee, they shall be excluded from

participating in the preliminary investigation process. The Executive Committee shall provide a copy of the written request for consideration of expulsion to the named member agency. The named member agency shall be provided a reasonable opportunity to review the request and to submit a written response setting forth all facts and/or arguments for its own behalf. The member agency shall respond within 45 days upon receiving a copy of the written request.

The Executive Committee may conduct its own investigation and fact finding gathering as it deems appropriate and necessary under the circumstances.

A copy of the response from the named member agency shall be provided to the member agency or standing committee which filed the initial request. The Executive Committee shall set a date, time and place for conducting an informal review with regard to the request for expulsion. At such review, both parties, as well as all other interested parties, may appear and be heard. Such proceedings shall be informal and shall be designed to provide the Executive Committee with the opportunity to elicit all appropriate and relevant information, facts and arguments to make a decision.

C. PRELIMINARY DETERMINATION OF THE EXECUTIVE COMMITTEE

Upon the conclusion of the informal proceedings, the Executive Committee shall take the matter under advisement, retire and deliberate among its members and reach a recommendation. The recommendation of the Executive Committee shall be in writing and a copy will be provided to the named member agency and the member agency or standing committee which initiated the request for expulsion. The recommendation shall set forth the facts, arguments and reasons in support for their recommendation.

D. REVIEW OF THE RECOMMENDATION OF THE EXECUTIVE COMMITTEE BY THE BOARD

When the Executive Committee transmits a recommendation to the Board, the matter shall be placed on the agenda of the Board's next regularly scheduled meeting. Each Board member shall be provided with copies of the written materials regarding the request for expulsion and the written response of the named member agency. The Executive Committee shall present its recommendation to the Board and its reasons in support thereof. The named member agency shall be provided with an opportunity to present information and argument to the Board.

E. DECISION OF THE BOARD

The Board shall deliberate and vote upon the recommendation of the Executive Committee. A vote by two-thirds of the **Full Board** to uphold the recommendation of the Executive Committee shall result in the expulsion of the named member agency, either from the specific program or programs of the Authority. The decision of the Board shall be transmitted in writing to the named member agency.

The decision of the Board shall be final and binding.

F. EFFECTIVE DATE OF EXPULSION

The expulsion of a member agency from one or more programs of the Authority, or from the Authority itself, shall become effective 90 days after the issuance of the written decision of the Board, unless said decision shall otherwise specify a different effective date. Any member agency which has been expelled by the Board shall nonetheless be obligated to the responsibilities set forth in Article XXI of the Amended Joint Powers Agreement.

ADMINISTRATIVE POLICY AND PROCEDURE

SUBJECT: MEETING ATTENDANCE AND TECHNOLOGY

DATE: October 11, 2018

AMENDED DATE: October 6, 2020

REVIEWED DATE: July 22, 2020

STATEMENT

It is the duty of an ACCEL Board Member to be physically present at all regularly scheduled in-person Board Meetings.

These regularly scheduled in-person Board Meetings are listed on the meeting calendar which is annually adopted by the Board at the October Board Meetings. It is also listed on the ACCEL website.

ACCEL Board Members who cannot attend scheduled in-person meetings have the option to have their ACCEL Alternate Board Member attend in their absence, pursuant to the ACCEL Board Representation Alternate Rights Policy and Procedure.

ACCEL does not allow its Members to utilize a teleconference line to count towards a quorum for a regularly scheduled in-person meeting or vote on matters in the agenda, except, under exceptional circumstances as defined below.

“Teleconference” means a meeting of a governing body, the members of which are in different locations, connected by electronic means, through either audio or video, or both, pursuant to Government Code Section 54953(b)(4).

The exception to this Policy and Procedure is if there is an unforeseen circumstance (e.g. pandemic, natural disasters) that prevents Board Members to travel, ACCEL will host its regularly scheduled in-person Board Meetings via teleconference.

PROCEDURES

1. When a Member cannot physically attend due to exceptional circumstances at least 72 hours prior to a meeting, the Member must notify the ACCEL President and Program Administrators (*to potentially allow them to post the revised agenda in accordance with Brown Act requirements*).
2. Exceptional Circumstances include the following:
 - a. Severe Weather
 - b. Medical Emergencies
 - c. Unforeseen Circumstances
3. The discretion to approve the exceptional circumstance is vested to the ACCEL President (ACCEL’s Vice President can assume the role as ACCEL’s President when called upon). This exception only applies if ACCEL Board business needs to be accomplished and cannot

without a Member's participation electronically.

4. If the exception is approved, ACCEL will allow for a Member to join the meeting by "Teleconference" to count towards a quorum and vote on matters in the agenda.
5. ACCEL will comply with the teleconference meeting guidelines established by the Brown Act (Government Code Section 54950), unless exceptions are made by the appropriate government authority.
6. ACCEL may use different systems for teleconference meetings:
 - a. One option is a system whereby those Board Members attending the meeting connect via contact number(s) provided to participants, which automatically connects those calling in, or joining electronically. This system may be used for regular session items.
 - b. Another option will be used when agenda items are scheduled to be held in Closed Session. For Closed Sessions, a confidential phone number and security code will be provided to the Committee or Board Members. Members will call into the secure line during Session, and then log back into the public available teleconference to report out on Closed Session items, and complete the agenda item. (The public meeting teleconference will remain open to the public during Closed Session, so Members can return and complete the publicly agenda item).
 - c. A third option is the use of web based conference systems (e.g. webinars) in which a shared screen is utilized for presentation, and Board Members call into a publicly disclosed conference line.
7. ACCEL permits the use of teleconferencing for non-regularly scheduled in-person meetings such as Committee Meetings, Special Meetings and Emergency Meetings.

ADMINISTRATIVE POLICY AND PROCEDURE

SUBJECT: RECORDS RETENTION

DATE: June 20, 2008

AMENDED DATE:

REVIEWED DATE: July 22, 2020

STATEMENT

The Authority for California Cities Excess Liability has an obligation to create and maintain records and information in accordance with accepted records management practices and standards. It shall be ACCEL's policy to maintain records in accordance with the following Records Retention Periods.

This policy is also for the purpose of understanding the obligation in retaining electronically stored information, including e-mail, web files, text files, PDF documents, and all other electronically stored information, regardless of where the information may be stored. This policy applies to all physical records generated in the course of ACCEL's operations, including both original documents and reproductions. It also applies to the electronically stored information described above.

In accordance with 18 USC § 1519 (Sarbanes-Oxley Act of 2002), ACCEL shall not knowingly destroy any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States.

Retention Periods

The "Class" indicates at what point in time certain documents may be deleted or destroyed. Definitions of classes are as follows (years indicated are from the July 1 following the date of the close of the file, end of the period, or the dates of last activity):

Class A	Indicates permanent record
Class B	Indicates a record worthy of temporary preservation and may be destroyed after 7 years
Class C	Indicates a disposable record which may be destroyed after 3 years
Class X	Indicates an exception, see specific description

Class B or C records shall not be destroyed until after the third or seventh July 1 following the completion of the annual audit.

Most correspondence and internal memoranda should be retained for the same period as the document they pertain to or support. For instance, a letter pertaining to a particular contract would be retained as long as the contract (7 years after expiration). It is recommended that

records that support a particular project be kept with the project and take on the retention time of that particular project file.

Not all email or other electronically stored information needs to be retained. It will depend on the subject matter and the retention schedule defined in this policy.

In certain cases, a document will be maintained in both paper and electronic form. In such cases, the official document will be the electronically stored document. Original records that have been duplicated on microfilm, microfiche, or other form may be destroyed prior to the specific retention period.

Program Files

File	Class	Exception
Insurance Policies	A	
Renewal/Premium Allocation	A	
Memorandum of Coverage, Declaration Pages, certificates of coverage	A	
Underwriting (by member)	A	
Service Provider Contracts	B	
Actuarial Studies (ACCEL)	B	
Claims Audits (ACCEL)	B	
Miscellaneous	C	

Office / Administration Files

File	Class	Exception
Insurance Policies and Reinsurance Documents	A	
Joint Powers Agreement	A	
Bylaws	A	
Program Memorandums of Understanding	A	
Resolutions	A	
Minutes	A	
Agendas	A	
Conflict of Interest filings	A	
Member Files	A	
Contracts	B	
Miscellaneous	C	

Financial Files

File	Class	Exception
Financial Audits	A	
Payroll Documents	A	
State Controller's Filings	B	
Contracts	B	
Summary Registers/Schedules such	B	

as: <ul style="list-style-type: none"> • General Ledgers • Financial Statements • Check Registers • Payroll Registers • Payroll Deduction Registers • Bank Statements • Investment Reports 		
Original Entry Records such as: <ul style="list-style-type: none"> • Canceled Checks • Invoices • Purchase Orders • Receiving Reports • Informal Bid Quotations 	B	

ADMINISTRATIVE POLICY AND PROCEDURE

SUBJECT: USE OF RESOLUTIONS

DATE: October 13, 1989

AMENDED DATE: October 6, 2020

REVIEWED DATE: July 22, 2020

STATEMENT

ACCEL recognizes the need to document significant actions taken by its Board of Directors through the use of a numbered resolution process in order to provide a certified record of certain decisions. The resolution process also provides all Board Members with an opportunity to review a written summation of a proposed action prior to an actual vote on the matter.

Resolutions shall be required for approval of the following items:

- ACCEL Annual Budget - including administrative fees and proposed deposit rates
- Bylaw Amendments
- Change in Membership
- JPA Amendments
- Retro Calculation
- Suspending Program Years

All other significant actions, as determined by the ACCEL President, shall also require the adoption of a resolution.

PROCEDURE

A. Preparation of Resolutions for Inclusion in the Board Agenda Packet

Resolutions shall be prepared by the Program Administrators and included in the Board agenda packet. Should a resolution fail to be submitted in time for inclusion in the regular Board agenda packet, the item shall be removed from the current agenda and placed on the agenda for the following meeting except as provided for in emergency situations.

Upon receipt of a resolution for inclusion in the Board packet, the Program Administrators shall provide the resolution with an appropriate resolution number.

B. Numbering of Resolutions

The ACCEL Secretary, with the assistance of the Program Administrators, shall maintain a record of all resolutions for the Authority. Appropriate indexes shall be maintained.

Resolutions shall be numbered in such a manner as to identify the fiscal year in which action was taken by the Board. Example: 89/90-1 or 89/90-2, etc.

C. Emergency Situations

In an emergency situation, the ACCEL President shall order the matter to be agendaized in compliance with the Brown Act. The ACCEL President shall report to the Board the nature of the emergency and indicate the reason immediate action is necessary. A resolution may be presented at that time for action.

Resolutions shall not be distributed at Board meetings for the purpose of action unless emergency action by the Board is required. Emergency action shall require 3/4ths vote of the Board for passage.

D. Resolutions Acted Upon

All resolutions, whether passed or denied, shall be placed on record with the Program Administrators. Resolutions which have been denied shall be stamped in such a manner as to indicate denial to all those who may read the document.

All approved resolutions shall be duly noted and signed by both the President and the Secretary of ACCEL.

AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY

This agreement is made by and among the undersigned public entities, all of which are public entities organized and operating under the laws of the State of California.

RECITALS

1. The following state laws, among others, authorize the Member Agencies to enter into this Agreement:
 - A. Labor Code Section 3700(b) allowing a local public entity to fund its own workers' compensation claims;
 - B. Government Code Sections 989 and 990 permitting a local public entity to insure itself against liability and other losses;
 - C. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;
 - D. Government Code Sections 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Section 6500-6515; and
 - E. Government Code Section 6500-6515 permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
2. Each of the parties to this Agreement desires to join with the other parties for the purposes of:
 - A. Developing effective risk management programs to reduce the amount and frequency of their losses;
 - B. Pooling their self-insured losses; and
 - C. Jointly purchasing excess insurance and administrative services in connection with any of the pooled coverage programs for said parties.
3. The governing board of each undersigned public entity has determined that it is in its own best interest and in the public interest that this present Agree-

ment be executed and that it shall participate as a member of the public entity created by this Agreement.

NOW, THEREFORE, the undersigned, by, between and among themselves, in consideration of the mutual benefits, promises and agreements set forth below, hereby agree as follows:

AGREEMENT

ARTICLE I

CREATION OF THE AUTHORITY FOR CALIFORNIA EXCESS LIABILITY

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the parties hereto hereby create a public agency, separate and apart from the parties hereto, to be known as the Authority for California Cities Excess Liability, hereinafter called the Authority.

ARTICLE II

PURPOSES

This Agreement is entered into by Member Agencies pursuant to the provisions of California Government Code Section 990, 990.4, 990.8 and 6500, et seq., to:

- A. Develop effective risk management programs to reduce the amount and frequency of their losses;
- B. Share the risk of self-insured losses; and
- C. Jointly purchase excess insurance and administrative and other services including, but not limited to: claims adjusting, data processing, risk management, loss prevention and legal services in connection with any of the pooled coverage programs for said parties. These purposes shall be accomplished through the exercise of the powers of the Member Agencies jointly in the creation and operation of the Authority.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement and members of the Authority, subject to Article XVII.

It is also the purpose of this Agreement to provide for the removal of Member Agencies for cause or upon request.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, the following terms shall be defined as herein stated:

- A. "Authority" shall mean the Authority for California Cities Excess Liability created by this Agreement.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority composed of one representative of each Member Agency.
- C. "Deposit" shall mean the estimated amount determined by the Board for each Member Agency necessary to fund the Authority for the coming fiscal year.
- D. "Excess Insurance" shall mean that insurance or reinsurance and supplemental insurance purchased by the Authority to cover Member Agencies' losses in excess of the coverage limits provided by the Authority.
- E. "Full Board" shall consist of all directors, whether, or not present at a Board Meeting.
- F. "Member Agency" shall mean any of the public entities which are a party to this Agreement.
- G. "Memorandum of Coverage" shall be the document issued by the Authority to Member Agencies specifying the type and amount of pooled coverage provided to each Member Agency by the Authority.

- H. "Fiscal Year" shall mean a period of time as defined in Article XI, to be used in determining Deposits, Incurred Losses, and Retrospective Adjustments.
- I. "Pooled Coverage Programs" shall include, but not be limited to, property, workers' compensation, and liability coverages as may be determined by the Board from time to time.

ARTICLE IV

PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to, and signatories of, this Agreement pursuant to Article XVIII.

Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article XIX or XX, shall not affect this Agreement or the remaining parties' intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective when executed by five or more public agencies and shall continue in full force until terminated in accordance with Article XXII.

ARTICLE VI
POWERS OF THE AUTHORITY

The Authority is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement as referred to in Article II, including, but not limited to:

- A. Make and enter into contracts;
- B. Incur debts, liability and obligations, but no debt, liability or obligation of the Authority is a debt, liability or obligation of any Member Agency except as otherwise provided by Articles XX and XXI;
- C. Acquire, hold or dispose of real and personal property;
- D. Receive contribution and donations of property, funds, services and other forms of assistance from any source;
- E. Sue and be sued in its own name;
- F. Employ agents and employees;
- G. Lease real or personal property, including that of a Member Agency; and
- H. Receive, collect, invest and disburse monies.
- I. Undertake such other activities as may be necessary to carry out the purpose of this Agreement.

These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

ARTICLE VII
MEMBER AGENCY

A. **MEMBER AGENCY - RESPONSIBILITIES**

The Member Agencies shall have the following responsibility:

- 1. To appoint a representative to the Board of Directors.

2. To cooperate fully with the Authority in determining the cause of losses and in the settlement of claims, as defined in the Memorandum of Coverage;
3. To pay deposits and any adjustments thereto promptly to the Authority when due;
4. To provide the Authority with such statistical and loss experience data and other information as may be necessary for the Authority to carry out the purposes of this Agreement; and
5. To cooperate with and assist the Authority and any insurer, claims adjuster or legal counsel retained by the Authority, in all matters relating to this Agreement and to comply with the Bylaws and all policies and procedures adopted by the Board.

ARTICLE VIII

BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Authority's Board shall be comprised of one representative from each Member Agency. Said representative shall have authority to bind the Member Agency on all matters pertaining to this agreement.

The powers of the Board shall be all of the power of the Authority not specifically reserved to the Member Agencies by this Agreement and shall include, but not be limited to, Article II of said Agreement and the following:

1. Approval of the Memorandum of Coverage.
2. Approval of the cost allocation plan.
3. Election of Officers.
4. Approval of Excess Insurance.
5. Approval of service providers, including but not limited to:
 - a. Legal counsel
 - b. Auditors

- c. Claims Administrator / Litigation Manager
- d. Loss prevention consultants
- e. Program Administrators.

ARTICLE IX

MEETINGS AND RECORDS

A. BOARD MEETINGS

The Board shall hold at least one regular meeting each fiscal year as defined in Article XI of this Agreement. The Board shall fix the date, hour, and place at which each regular meeting is to be held.

Each meeting of the Board, including, without limitation, regular, adjourned regular, special, and emergency meetings, shall be called, noticed, held and conducted in accordance with the Ralph M. Brown Act (Section 54950, et seq. of the Government Code). The Board shall conduct its business in accordance with Roberts Rules of Order.

B. RECORDS

The Secretary shall ensure that minutes are kept of all Brown Act meetings in accordance with the Ralph M. Brown Act (Section 54950, et seq. of the Government Code). As soon as possible after each meeting, the Secretary or their designee shall forward a copy of the minutes to each member of the Board.

C. QUORUM

No business may be transacted by the Board or Committee without a quorum of its members being present. A quorum shall consist of a simple majority of its members. A simple majority of the members present must vote in favor of a motion to approve it, except as otherwise provided in this Agreement.

ARTICLE X

BYLAWS AND ADMINISTRATIVE POLICY AND PROCEDURES

The Board shall, through resolution, adopt, rescind or amend ByLaws and Administrative Policies and Procedures consistent with applicable law and this Agreement to govern the day-to day operation of the Authority. Each Board member shall receive a copy of any by-laws and administrative policies and procedures developed under this Article.

The Secretary or his or her designee shall promptly send to each Board member each bylaw amendment and administrative policy and procedure change after its adoption by the Board.

ARTICLE XI

FISCAL YEAR

Fiscal years of the Authority shall begin on July 1 and end on June 30.

ARTICLE XII

BUDGET

The Board shall adopt an annual budget prior to the beginning of each fiscal year.

ARTICLE XIII

ANNUAL AUDITS AND AUDIT REPORTS

A. **FINANCIAL AUDIT**

The Board of Directors shall cause an annual financial audit to be made with respect to all receipt, disbursements, and other transactions by a Certified Public Accountant. A report of such financial audit shall be filed as a public record with each of the Member Agencies. Such report shall be filed no later than required by law. All costs of such financial audit shall be paid by the Authority and shall be charged against the Member Agencies in the same manner as all other administrative costs.

B. CLAIMS AUDIT

The Board of Directors shall cause a claims audit on each of the Member Agencies' and Claims Administrator / Litigation Manager's claims and a report of such claims shall be filed with each Member Agency. All costs of such claims audit shall be paid by the Authority and shall be charged against the Member Agencies in the same manner as all other administrative costs.

ARTICLE XIV

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with all provision of law relating to the subject, particularly Section 6505 of the California Government Code.

All of the funds of the Authority may be invested in common. However, each program year shall be accounted for separately on a full accrual basis.

The Treasurer or his or her designee shall receive, invest and disburse funds only in accordance with the procedures established by the Board in conformity with applicable law.

ARTICLE XV

DEPOSITS

The deposit for each Member Agency shall be calculated and paid as stated in the Bylaws.

ARTICLE XVI

RETROSPECTIVE ADJUSTMENTS

Retrospective adjustments to each year's deposit premium shall be calculated and paid as approved by the Board in accordance with the adopted Policies and Procedures.

ARTICLE XVII

POOLED COVERAGE PROGRAMS

The coverage(s) provided by the Authority shall be as specified in the Memorandum(s) of Coverage.

ARTICLE XVIII

NEW MEMBERS

Admission to the Authority requires approval of two-thirds of the Full Board and is conditioned upon the applicant executing the Agreement. Membership shall become effective upon the date established by the Board. Prospective members may apply for participation in the Authority as provided for in the Bylaws.

ARTICLE XIX

WITHDRAWAL

Any Member Agency of the Authority who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement. The withdrawal may be effective only at the end of a fiscal year. Any withdrawing Member Agency must notify the Authority in writing at least six (6) months prior to the end of the fiscal year that it intends to withdraw. After withdrawal, the withdrawing member shall continue to be responsible for any retrospective adjustments made for years of membership.

Upon withdrawal of a sufficient number of members from the Authority, the Board may determine that the public interest will not be served by the continuance of the Authority and may, by a two-thirds vote of Member Agencies, order the Authority dissolved and the Authority shall be automatically dissolved at the end of the fiscal year specified by the Executive Committee.

ARTICLE XX

EXPULSION

The Authority may expel any Member Agency, with or without cause, as a participant in any program or as a member of the Authority by a two-thirds vote of the Full Board.

ARTICLE XXI

EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal or expulsion of any Member Agency after the inception of its participation in any program shall not terminate its responsibility to:

- A. Cooperate fully with the Authority in determining the cause of losses and in the settlement of claims, as defined in the coverage agreement;
- B. Pay any Retrospective Adjustments determined by the Board to be due and payable for each program year in which it participated;
- C. Provide the Authority with such statistical and loss experience data and other information as may be necessary for the Authority to carry out the purposes of this Agreement; and
- D. Cooperate with and assist the Authority, any insurer, claims adjuster or legal counsel retained by the Authority, in all matters relating to this Agreement.

ARTICLE XXII

TERMINATION AND DISTRIBUTION

This Agreement may be terminated any time by the written consent of all Member Agencies, and thereafter by the written consent of two-thirds of the Member Agencies; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been participants in its programs, including any of those parties which previously withdrew pursuant to Articles XIX and XX of this Agreement, in accordance with and proportionate to their deposit and retrospective premium payments made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending claim of loss covered by this Agreement has been finally resolved.

The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. These powers shall include the power to require Member Agencies, including those which were program participants at the time the claim arose or at the time the loss was incurred, to pay their share of any retrospective premium adjustment deemed necessary by the Board for final disposition of all claims and losses covered by this Agreement.

ARTICLE XXIII

NOTICES

Notices to Member Agencies under this Agreement shall be sufficient if mailed to their respective address on file with the Authority. Notices to the Authority shall be sufficient if mailed to the address of the Authority as contained in the Bylaws.

ARTICLE XXIV

PROHIBITION AGAINST ASSIGNMENT

No Member Agency may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member Agency shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.

ARTICLE XXV

AMENDMENTS

This agreement may be amended by a two-thirds vote of the Full Board of the Authority at any regular or special meeting of the Board, provided that any amendment is compatible with the purposes of this Agreement and has been submitted to the Board Members at least ninety (90) days in advance. Any such amendment shall be effective immediately, unless otherwise designated.

ARTICLE XXVI

SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE XXVII

HOLD HARMLESS AND INDEMNIFICATION

Member Agencies agree and covenant to save free and hold harmless and indemnify the Authority, its Member Agencies, elected officers, employees, and volunteers for any claim, damage or liability in connection with claims handling, claims administration, retrospective adjustments, assessments, deposits, coverage, errors and omissions, and/or decisions to expel a Member Agency, with or without cause, by two-thirds vote of the Board.

ARTICLE XXVIII

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE XXIX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Joint Powers Agreement for the pooling of self-insurance as of the _____ day of _____, 2019.

CITY OF: _____

BY: _____
Mayor

BY: _____
City Clerk

JOINT POWERS AUTHORITY
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AMENDED AND RESTATED JANUARY 18, 2019

JOINT POWERS AGREEMENT

CREATING THE

AUTHORITY FOR CALIFORNIA CITIES EXCESS

LIABILITY

AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY

BYLAWS

Amended & Restated January 20, 2022

Amended & Restated April 6, 2017

Amended & Restated October 18, 2013

Amended & Restated April 17, 2009

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**BYLAWS
of the
AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY**

For the regulation of the Authority for California Cities Excess Liability, except as otherwise provided by statute or Agreement creating the Authority for California Cities Excess Liability.

**ARTICLE I
DEFINITIONS**

The terms in these Bylaws shall be defined in the Agreement creating the Authority for California Cities Excess Liability, unless otherwise specified herein.

- A. "Authority" shall mean the Authority for California Cities Excess Liability created by the JPA Agreement.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority composed of one representative of each Member Agency.
- C. "Full Board" shall consist of all directors, whether, or not present at a Board Meeting.

**ARTICLE II
OFFICES**

The principal executive office for the transaction of business of the Authority is hereby fixed and located at:

Authority for California Cities Excess Liability
c/o Alliant Insurance Services
560 Mission Street, 6th Floor
San Francisco, CA 94105

The Board shall have the authority to change the location of the principal executive office from time to time. Any such change shall be noted in the Bylaws by the Secretary, and this section shall be amended to state the new location. Official notice shall comply with Section 53051 of the California Government Code.

Other business offices may at any time be established by the Board at any place or places where the Authority is qualified to do business.

**ARTICLE III
MEETINGS**

In addition to a required regular meeting as called for by the Joint Powers Authority agreement, the Board shall meet on an as-needed basis, as determined by the Board. Official minutes of the Board meetings shall be kept by the Authority at its principal executive office.

**ARTICLE IV
ELECTION OF OFFICERS AND APPOINTMENT OF COMMITTEE
MEMBERS**

The Board of Directors shall elect the officers from among the Board members. For each fiscal year, the officers shall be elected in the following manner:

- A. Each Board member may place another Board member in nomination for each office.
- B. Each Board member shall cast one vote for the candidate of their choice for each office.
- C. All terms of office shall be for one year. The officers shall begin serving terms upon the beginning of the fiscal year immediately following the election. The terms of office shall end on June 30 of each year.
- D. Elections shall be held whenever there is an office vacancy.
- E. Officers shall hold their positions as individuals and not as a representative of a specific public entity.

The Executive Committee will be comprised of the elected officers. The Executive Committee shall appoint members to the Underwriting, Claims and Finance Committees. Ad hoc committees may be appointed by the President.

**ARTICLE V
DUTIES OF THE OFFICERS**

The duties of the officers shall be as follows:

A. President

The duties of the President shall be to:

- 1. Preside at all meetings of the Board of Directors.
- 2. Serve on the Underwriting Committee.
- 3. Appoint ad hoc committees.
- 4. Perform such other duties as the Board may specify.

B. Vice President

The duties of the Vice President shall be to:

1. Act as the President in the absence of the President.
2. Serve as chairperson of the Underwriting Committee.
3. Perform such other duties as the Board may specify.

C. Secretary

The duties of the Secretary shall be to:

1. Cause minutes to be kept as specified in the Agreement.
2. Perform such other duties as the Board may specify.

D. Treasurer

The duties of the Treasurer shall be those specified in Section 6505.5 or 6505.6 of the California Government Code, and to:

1. Maintain or cause to be maintained all accounting and other financial records of the Authority.
2. Serve as chairperson of the Finance Committee.
3. Provide written quarterly financial/profit and loss statements in accordance with Government Code Section S6505.5(e). These reports shall be submitted to the Board of Directors at the next regularly scheduled meeting following their completion.
4. Perform other duties as specified by the Board

ARTICLE VI COMPOSITION AND DUTIES OF COMMITTEES

The operation of the Authority shall be overseen by four standing committees: Executive, Underwriting, Finance, and Claims. ACCEL Member Alternates may be appointed to serve as members of the Underwriting, Finance and Claims Committees, but not as Chairperson. Committee membership shall not meet or exceed a quorum of the Board.

Executive Committee

A. Composition

The Executive Committee shall be comprised of the President, Vice President, Secretary and Treasurer.

B. Duties

1. Oversee the day-to-day management of the Authority.
2. Make payments pursuant to previously authorized contracts within budget limits.
3. Authorize and reimburse expenses incurred for budgeted activities within budget limits.
4. Such other duties as may be specified for by the Board of Directors.

Underwriting Committee

A. Composition

The Underwriting Committee shall be comprised of the President, Vice President, and other Board members appointed by the Executive Committee. The Vice President shall serve as the chairperson.

B. Duties

1. Review membership criteria and applications of prospective members.
2. Review retrospective adjustments for appropriateness.
3. Interpret and make recommendations on revisions to the Memorandum of Coverage.
4. Review and recommend any coverage or exposure issues brought to the Board.
5. Review and make recommendations to the Board on all underwriting related issues (non-specific claim related issues) on all Authority documents.
6. Perform other underwriting duties as may be necessary.

Finance Committee

A. Composition

The Finance Committee shall be composed of the Treasurer and other Board members as appointed by the Executive Committee. The Treasurer shall act as the chairperson.

B. Duties

1. Recommend to the Board on how funds shall be invested.
2. Review deposit amounts for appropriateness.
3. Oversee administration of actuarial services.
4. Review the independent auditors' proposed audit scope and approach.
5. Review the performance of the independent auditor(s).
6. Recommend the appointment of the independent auditor(s) and review audit fees.
7. At the direction of the Board, review, with counsel, any legal matters that could have significant impact on the financial statements.
8. Review and make recommendations to the Board to maintain or change the Investment Policy in accordance with California Government Code.
9. Review and recommend Administrative Budget to the Board.

Claims Committee

A. Composition

The Claims Committee shall generally be made up of Board members appointed by the Executive Committee with one person being designated Claims Committee Chair by the appointed Board members on the Committee.

B. Duties

1. Monitor proper claim reporting to ACCEL by all member cities.
2. Recommend to the Board appointment of the claims auditor and claims administrator.
3. Administer claims auditing and claims administration contracts.
4. Recommend and keep current claims administration policy and procedures.
5. Review and provide oversight regarding the handling and defense of all claims reported per the policy and procedures.
6. Keep Board of Directors completely informed on all claims matters.
7. Interpret coverage issues, as they relate to specific claims, and make recommendations to the Board.
8. Make case settlement recommendations to the Board.
9. Perform other duties as may be assigned by the Board.

ARTICLE VII BUDGET

The annual budget process shall provide for and show the following reports and minimum considerations:

- A. The Administrative Budget shall include the general and administrative costs;
- B. The Member Account Summary shall include deposits, projected interest income and other income;
- C. The Retrospective Plan Calculation shall include audited estimated claims reserves and allocated claims adjustment costs.

ARTICLE VIII DISBURSEMENT OF FUNDS

The disbursement of funds shall be in accordance with the following:

A. Issuance of Checks

1. A register of all checks issued since the last Board meeting shall be provided at the subsequent Board meeting and approved by the Board.
2. The President, Vice President and Secretary have check signing authority and shall make payments pursuant to previously authorized contracts, which are within budget limits. This authority includes the power to authorize and reimburse expenses incurred for budgeted activities, which are within budget limits.

3. The disbursement of checks in any amount shall require at least two signatures.

B. Unencumbered Operating Funds

1. Unencumbered operating funds shall be allocated back to each member city at the end of each Fiscal Year. Any return shall be used as an offset on the following years fund deposit.
2. Any city leaving ACCEL may request and receive any unencumbered operating funds on an equal prorata basis at the end of the Fiscal Year in which they leave.

**ARTICLE IX
INVESTMENT OF FUNDS**

The investment of funds shall be in accordance with the Investment Policy adopted by the Board of Directors. Such investment shall be overseen by the Finance Committee.

A member city's Finance Director or their designee may act as the investment manager of the Authority's funds. If so, there shall be a written agreement prepared. The agreement shall address such areas as service charges, claim payment or withdrawal procedures, authorized investment vehicles and maturities, allocation of pooled investment earnings, and interim financial reporting.

**ARTICLE X
FINANCIAL AUDIT**

An annual financial audit shall be made by a Certified Public Accountant with respects to all receipts, disbursements, and other transactions. A report of such financial audit shall be filed as a public record with Member Agencies in accordance with the Government Code. All costs of such financial audit shall be paid by the Authority. The charge for such audit shall be charged against the Member Agencies in the same manner as all other administrative costs.

**ARTICLE XI
SETTLEMENT OF CLAIMS**

All claims settlement recommendations shall be presented by the Claims Committee to the Board for its approval prior to final settlement.

ARTICLE XII LIABILITY PROGRAM

The Liability Program shall be governed in accordance with the following:

A. Coverage

The excess liability program shall provide pooled self-insurance protection limits and coverages as specified in the Memorandum of Coverage for each Program Year.

B. Program Year

The program year shall begin on July 1 and shall end on the following June 30 for each Member Agency who enters the program effective on July 1.

C. Terms and Conditions of Coverage for New Member

A member joining ACCEL will have coverage for losses under the terms and conditions of the Memorandum of Coverage in effect on the date of the loss.

D. Claims Audit

1. An annual claims audit shall be made on the Authority and each Member Agency's claims prior to the annual retrospective calculations for retrospective adjustments, and a report of such claims audit shall be filed with each Member Agency.
2. Claims audit costs shall be paid by the Authority. The costs for such audit shall be allocated to the Member Agencies in the same manner as all other administrative costs.

E. Deposit (and Audited) Premium Calculations

1. For the purposes of determining the deposit, payroll shall be based on the year's preceding DE6 (or equivalent) payroll (Subject Wages) for quarters ending June 30, September 30, December 31 and March 31, submitted to the Treasurer no later than May 1. Members must also indicate, by including computerized payroll data, any payroll to be omitted from coverage, along with a verification letter from the city's Finance Officer.
2. For those members not providing such information by that date, ACCEL shall assign the task to an auditing firm and assess the cost of such work directly to the member agency.

F. Rating Plan Adjustments

1. On or after July 1, 1989 any member joining ACCEL, other than at the beginning of the Program Year, shall have their loss experience and payroll included in their initial Program Year's retrospective adjustment calculations in accordance with the Program Year definition contained in Article XII B.
2. For purposes of performing any rating plan adjustments, as well as for performing underwriting functions, all loss data common to all members shall be collected in accordance with the policy and procedures developed for that purpose.

G. Underwriting Standards

The Board of Directors shall develop underwriting requirements and guidelines that shall be met and reviewed in the membership underwriting process. These requirements and guidelines shall be those in Article XIII of these Bylaws and/or those adopted as policy and procedures.

ARTICLE XIII NEW MEMBERS

Membership to ACCEL shall be in accordance with the following:

A. Application for Membership

The Underwriting Committee shall provide prospective members with application forms, and establish procedures for their completion and submission. The application form shall include, but not be limited to, a request for the following information:

1. Underwriting data for the current year;
2. Underwriting data for the prior ten years;
3. Incurred losses, paid and reserved, including all allocated losses and administrative expenses equal to or greater than \$25,000, including payments made by insurance companies above an SIR, for the prior ten years;
4. A copy of the most recent claims audit and actuarial reports, if any;
and
5. A copy of the most recent audited financial statements.

B. Membership Approval

1. Membership shall be approved by a two-thirds vote of the Board.
2. Once a prospective member is accepted for membership, the invitation shall be good for 90 days after approval of the Board of Directors. If the prospective member joins ACCEL by governing body action, coverage may be, at the option of said prospective member, retroactive to the first of the month in which the member's governing body approved membership.

- Coverage shall become effective the first day of the month chosen by the prospective member within the approval period authorized by the Board of Directors. In no case shall coverage become effective during the middle of the month unless specifically approved by the Board of Directors. The new member shall have 30 days from date of governing body approval to make payment of fees and the deposit.
3. Administrative fees shall be prorated on a quarterly basis.
 4. Any prospective member joining ACCEL other than at the beginning of a Fiscal Year shall have contributions prorated to the end of the Fiscal Year in which they are covered.
 5. A new Board member shall submit a Conflict of Interest Form at time of the members acceptance to membership and annually thereafter in accordance with State of California.

C. Participation

1. All new members must participate in the ACCEL Liability Program for three (3) full Program Years regardless of when they join.

All new members are eligible to participate in other ACCEL Shared Risk Programs upon approval by a majority vote of the Board of Directors. Applications to participate in optional shared risk programs will be evaluated by the Underwriting Committee and then presented to the Board along with their recommendations.

Participation in the ACCEL Liability Program is required while participating in other ACCEL Shared Risk Programs.

Participation is required to a minimum limit of coverage determined by the Board of Directors at the June Board meeting preceding each Program Year.

**ARTICLE XIV
AMENDMENTS**

These Bylaws may be amended by a two-thirds vote of the Board provided that any amendment is compatible with the purposes of the Authority, is not in conflict with the Agreement and has been submitted to the Board at least 30 days in advance.

Any such amendment shall be effective immediately, unless otherwise designated.

**ARTICLE XV
OPTIONAL POOLED PROGRAMS**

From time-to-time, various members may join together to take advantage of the benefits of joint purchase of such programs as, but not limited to, excess Liability and Workers' Compensation insurance, premium financing, and claims auditing services. All brokerage fees for placement and servicing excess coverage, and direct costs for outside services, will be borne by the participants of the program(s). Decisions affecting the programs will be made by only those members participating in the program(s).

In addition to joint purchase insurance programs, members may participate in other shared risk programs created by the Authority, including but not limited to; underlyer self-insured liability retention options, Excess Worker's Compensation, etc. Applications to these programs are evaluated by the Underwriting Committee and then presented to the Board along with their recommendation.

Once approved, participating members agree to:

1. Members joining any alternative Shared Risk Program agree to participation for no less than three (3) full Program Years from the date of participation; and
2. Ongoing participation in the ACCEL Liability Program while participating in other ACCEL shared risk programs.