



AGENDA

MEETING:	Schools Program Alliance Board of Directors Meeting	A Action I Information
DATE/TIME:	January 13, 2025 at 10:00 AM PDT	1 Attached
TELECONFERENCE:	Toll Free (888) 475 4499 or (669) 900-6833 US Toll	2 Hand Out
	Meeting number (access code): 968 9406 9026	3 Separate Cover
	https://alliantinsurance.zoom.us/j/96894069026?pwd=wrNxGrU92bOaohHSSnkaxdau5ZYWPb.1	4 Verbal

IMPORTANT NOTICES AND DISCLAIMERS:

Per Government Code 54954.2, persons requesting disability related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, are requested to contact Michelle Minnick at Alliant Insurance at (916) 643-2715 twenty-four (24) hours in advance of the meeting. The Agenda packet will be posted at each member’s site. Documents and material relating to an open session agenda item that are provided to the SPA members less than 72 hours prior to a regular meeting will be available for public inspection and copying at 2180 Harvard Street, Suite 460, Sacramento, CA 95815.

Access to some buildings and offices may require routine provisions of identification to building security. However, SPA 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.

This Meeting Agenda shall be posted at the address of the teleconference locations shown below with access for the public via phone/speaker phone.

1. Butte Schools Self-Funded Programs, 500 Cohasset Road, Suite 24, Chico, CA 95926
2. North Bay Schools Insurance Authority, 380 Chadbourne Rd, Fairfield, CA 94534
3. Redwood Empire Schools’ Insurance Group, 5760 Skylane Blvd., Suite 100, Windsor, CA 95492
4. Schools Insurance Authority, 9800 Old Placerville Rd, Sacramento, CA 95827
5. Schools Insurance Group, 550 High Street, Ste. 201, Auburn, CA 95603
6. Central California Schools Authority, 7170 N. Financial Dr. #130, Fresno, CA 93720

PAGE	A. CALL TO ORDER, ROLL CALL, QUORUM	A 4
	B. APPROVAL OF AGENDA AS POSTED	A 4
	C. PUBLIC COMMENTS <i>The public is invited at this point to address the Board of Directors on issues of interest</i>	I 4
	D. CONSENT CALENDAR <i>The Board of Directors may take action on the items below as a group except a Board Member may request an item be withdrawn from the Consent Calendar for discussion and action.</i>	A 1
<i>Pg. 5</i>	1. Minutes of SPA Board Teleconference Meeting December 9, 2024	
	E. MEMBER PROGRAM AND IDEA SHARING	
<i>Pg. 11</i>	1. MROCIP <i>Members will receive a presentation with Q&A regarding the Master Rolling Owner Controlled Insurance Program (“Mr. OCIP”)</i>	I 1
	F. GENERAL ADMINISTRATION AND FINANCIAL REPORTS	

	1. Standing Committee and Task Group Updates	I 1
	a. Cost Allocation Task Force	
	b. Property Claims Task Force	
	c. Property Program Reinsurer Adjusting Services Task Force	
	d. Marketing Work Group	
	e. Liability Claims Committee	
	f. Property Program Loss Control Ad Hoc Committee	
	g. SPA Reinsurer’s Claims TPA - Ad Hoc Committee	
<i>Pg. 13</i>	2. Strategic Planning Objectives <i>The Board will receive an update regarding progress in completing Objectives from the August Strategic Planning session.</i>	I 1
<i>Pg. 15</i>	3. BSSP Notice of Tentative Withdrawal from SPA Property Program <i>BSSP has provided a tentative notice to withdraw from SPA effective July 1, 2025.</i>	A 1
<i>Pg. 17</i>	4. Draft Governing Documents for Entity JPA <i>Byrne Conley has agreed to serve as SPA’s Counsel for the purpose of revising the governing documents. The Board is asked to approve his engagement letter.</i>	A 1
	a. Joint Exercise of Powers Agreement	
	b. Bylaws	
	c. Participation Agreement – Property	
	d. Participation Agreement - Liability	
	5. Managing Member Financial Update <i>Phil Brown will present SPA’s financial statements as of September 30, 2024.</i>	A 3
<i>Pg. 48</i>	6. Claim Payment Approval <i>Members are asked to approve Claim Payments made since the last meeting.</i>	A 3
<i>Pg. 56</i>	7. Application of Deductibles for CAT Loss - Recommendation of Deductible for CAT-2419	A 3
<i>Pg. 57</i>	8. Loss Control Funds Update <i>The Board will receive an update regarding available funds.</i>	I 3
<i>Pg. 58</i>	9. SPA Meeting Dates FY 25/26 (Including Selection of Strategic Planning Location) <i>Dates for the FY 25/26 are presented for the Board’s consideration and approval.</i>	A 1
	G. LIABILITY PROGRAM	
	1. Update On Receipt of Renewal Information	I 1
	2. Plans for Meetings with SPA Excess Liability Program Underwriters at PARMA Conference.	I 1



Schools Program Alliance

c/o Alliant Insurance Services

Corporation Insurance License No. 0C36861

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H. PROPERTY PROGRAM

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1. 2025 Property (And APD) Renewal Update I 1

2. Cost Allocation – revisiting with Actuary A 1

The Board will consider the current mechanisms and consider use of an actuary and Ad Hoc Committee.

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3. Property Appraisal Update and Schedule A 1

I. INFORMATION ITEMS AND DISCUSSION I 4

This is an opportunity for a Board Member to discuss a topic of interest or seek guidance and input from the group about a current issue, risk management topic or exposure the Member is experiencing.

J. ADJOURNMENT A 4

Upcoming Teleconference Meeting Dates:

February 10, 2025

March 10, 2025

March 31, 2025

Item D.**CONSENT CALENDAR****ACTION ITEM**

ISSUE: Items on the Consent Calendar are to be reviewed. If any item requires clarification, discussion, or amendment by any member of the Board, such item(s) may be pulled from Consent Calendar and placed on the agenda for separate discussion.

Items pulled from the Consent Calendar will be placed on the agenda in an order determined by the President.

RECOMMENDATION: Adoption of items presented on the Consent Calendar after review by the Board.

FISCAL IMPACT: As indicated on any item included.

BACKGROUND: Items of importance that may not require discussion are included on the Consent Calendar for adoption.

PUBLICATION: None.

ATTACHMENTS:

1. Minutes of SPA Board Teleconference Meeting December 9, 2024

SCHOOLS PROGRAM ALLIANCE

December 9, 2024 Board Of Directors Teleconference

Meeting Minutes

Members Present:

Butte Schools Self-Funded Programs (BSSP)	Christy Patterson
Butte Schools Self-Funded Programs (BSSP)	Nicole Strauch
North Bay Schools Insurance Authority (NBSIA)	Kim Santin
Redwood Empire Schools Insurance Group (RESIG)	Cindy Wilkerson
Redwood Empire Schools Insurance Group (RESIG)	Sandy Manzoni
Redwood Empire Schools Insurance Group (RESIG)	Kaila Richardson
Schools Insurance Authority (SIA)	Brooks Rice
Schools Insurance Authority (SIA)	Debrah Sherrington
Schools Insurance Authority (SIA)	Phil Brown
Schools Insurance Authority (SIA)	Amy Russell
Schools Insurance Authority (SIA)	Olivia Nelson
Schools Insurance Authority (SIA)	Josh Arnold
Schools Insurance Group (SIG)	Kelli Hanson
Schools Insurance Group (SIG)	Gabbi Daniel
Central California Schools Authority (CCSA)	Jeff Pierce

Consultants & Guests

Dan Madej, Alliant Insurance Services	Jim Wilkey, Newfront
Dan Howell, Alliant Insurance Services	Eileen Massa, Newfront
Michelle Minnick, Alliant Insurance Services	Ryan Telford, AmWins
Marcus Beverly, Alliant Insurance Services	Chris Tambo, AmWins
Jenna Wirkner, Alliant Insurance Services	Brian Frost, AmWins
Shannon Dunn, Engle Martin	Allison Granata, AmWins

A. CALL TO ORDER, ROLL CALL, QUORUM

Ms. Cindy Wilkerson called the meeting to order at 10:02 a.m. and welcomed the board. The above-mentioned members were present constituting a quorum.

B. APPROVAL OF AGENDA AS POSTED

It was noted that a request was made to move Item H.1 and Item H.2. to be reviewed after Item E. due to a schedule conflict.

A motion was made to approve the Agenda as revised.

MOTION: Brooks Rice**SECOND: Christy Patterson****MOTION CARRIED
UNANIMOUSLY**

C. PUBLIC COMMENT

There were no public comments.

D. CONSENT CALENDAR

1. Minutes of SPA Strategic Planning and Board Meeting October 21, 2024

A motion was made to approve the Consent Calendar.

MOTION: Kelli Hanson

SECOND: Kim Santin

**MOTION CARRIED
UNANIMOUSLY**

E. MEMBER PROGRAM AND IDEA SHARING

Christy Golden Feather and Gold River will be withdrawing from the BSSP JPA eff. 7/1/2025. It was noted that SIG may also have a member withdraw to join the same JPA. There was a brief discussion about the benefits of the SPA coverage and how underlying members are seeing pressure to obtain the best price.

Dan Howell provided that he received presentation of the Evident product and he was impressed with their system as it relates to certificates and contract review. If members are looking into a service to help with Certificates, members could consider the Evident product.

Cindy Wilkerson RESIG – starting the HR Hotline will begin (School and College legal services Also noted that the STOP IT App which can be used for anonymous reporting and noted that the app is working.

H.1. PRE-RENEWAL PRESENTATION

Dan Madej and Ryan Telford provided the Board with a review of the state of the market as we look toward the FY 25/26 renewal of the property program. They provided a brief review of the anticipated rates given negotiations for other clients with 12/31 renewals as well as a review of the loss ratios for the group. Additionally, they reviewed the proposed timeline for data requests as we get closer to the FY 25/26 renewal.

H.2. APPROVAL OF TREND FACTORS

Dan Madej noted that we are recommending 2% for both Real and Personal property not including the locations that have been appraised within the last 18 months.

A motion was made to approve the use of 2% for both Real and Personal Property locations and SIA using recently appraised values.

MOTION: Kim Santin

SECOND: Christy Patterson

**MOTION CARRIED
UNANIMOUSLY**

F. GENERAL ADMINISTRATION AND FINANCIAL REPORTS

F.1.A. STANDING COMMITTEE AND TASK GROUP UPDATES – COST ALLOCATION WORK GROUP

Dan Madej and Kelli Hanson provided a quick review of the progress made by the working group and indicated the next meeting is coming up this week. They indicated the group is on track to bring this back to the February meeting with thoughts and recommendations.

F.1.B. STANDING COMMITTEE AND TASK GROUP UPDATES – PROPERTY CLAIMS TASK FORCE

Marcus Beverly noted there was not much of an update but was pleased to report that Josh Arnold is getting caught up on the claims.

F.1.C. STANDING COMMITTEE AND TASK GROUP UPDATES – MARKETING WORK GROUP

Kim Santin noted that the team has sent out one flyer which has been reviewed by Jim Wilkey. It was noted that CCSA has signed the JPA agreement but on the SPA website it has been listed as CRMA – after a discussion it was noted the member should be CCSA and it was requested the SPA website be updated to show CCSA. Additionally, it was requested that the flyer be sent out for review and another update be provided to the Board in January.

F.1.D. STANDING COMMITTEE AND TASK GROUP UPDATES – LIABILITY CLAIMS COMMITTEE

Olivia Nelson indicated that she will be Chairing the Committee and Sandy Manzoni, Christy Patterson, Jeff Pierce, Kim Santin, Michelle Minnick. It was also noted that this committee would be bound by the Brown Act and needs to be noticed accordingly.

F.1.E. STANDING COMMITTEE AND TASK GROUP UPDATES – PROPERTY PROGRAM LOSS CONTROL AD HOC COMMITTEE

Sandy Manzoni provided the Board with an update and mentioned the committee met a few months back and the group will be meeting again later this week on Thursday. They have indicated they are going forward with tree program for the coastal sites, the districts are doing work over the Christmas break and Mike Crandall is also doing reports on those locations with a high CoreLogic Risk Score.

F.1.F. STANDING COMMITTEE AND TASK GROUP UPDATES – SPA REINSURER’S CLAIMS TPA – AD HOC COMMITTEE

Marcus Beverly provided that the next item on the agenda is a result of the Ad Hoc Committee’s efforts and there was nothing further to report.

F.2. DISCUSSION ON PROPERTY PROGRAM REINSURER ADJUSTING SERVICES

Dan Howell introduced Shannon Dunn from Engle Martin to provide a review of their capabilities and how they would approach handling the SPA Client. Marcus Beverly was volunteered to head the task force and was instructed to come back at January BOD meeting with an update. Additional participating members will be Gabbi Daniel, Cindy Wilkerson, Phil Brown, and Josh Arnold and the group will meet before the end of the year.

There was a request to move Item G.2. to this point in the agenda

G.2. BEAZLEY VENDOR SAM LIABILITY PROGRAM

Jim Wilkey provided a review of the SAM Liability Program and introduced Allison Granata who led a discussion regarding SAM Liability through Beasley and how their product provides coverage, depending on how the policy is set up. It was noted that the policy provides a shared limit between vendor and Named Insured and the defense costs will erode the limit. It was also noted that if a member district opted to not renew the coverage they would have the option to purchase tail coverage. After a discussion it was noted that if any underlying members of the SPA JPA are seeking to explore this option they can reach out to Jim Wilkey for additional information.

F.3. STRATEGIC PLANNING OBJECTIVES

Marcus Beverly reviewed the Strategic Planning Action Plan and noted that we are making great progress and on track with most everything. He noted that most items are being discussed at this meeting for further direction.

F.4. COVERAGE COUNSEL

Marcus Beverly provided the Board with a review of Debra Sturmer's proposal and noted the proposed hourly rates for partners and associate staff. Additionally, he indicated that she comes recommended by Bob Frey who is heavily involved in SPA Property Claims. Program Administration was provided with direction to proceed with obtaining an engagement letter.

A motion was made to appoint coverage counsel for SPA.

MOTION: Christy Patterson

SECOND: Kim Santin

**MOTION CARRIED
UNANIMOUSLY**

F.5. DRAFT GOVERNING DOCUMENTS FOR ENTIRTY JPA

- 1. Joint Exercise of Powers Agreement**
- 2. Bylaws**
- 3. Participation Agreement – Property**
- 4. Participation Agreement - Liability**

Marcus Beverly led a discussion regarding the draft proposed documents. After a discussion it was generally agreed that this was a first review for members and this will be brought back at the January meeting for additional discussion, and in February we will consider a final decision. It was additionally noted that the Program Administration will reach out to Byrne Conley to determine if

he is available to provide a review of the JPA Formation documents as he has a background working with pools.

F.6. APRIL 14, 2025 MEETING RESCHEDULE

After a discussion it was noted that neither of the proposed dates in April worked for the Board members and the Board generally agreed to move the meeting from April 14, 2025 to March 31, 2025 to ensure a meeting occurred prior to leaving for London.

F.7. SPA MEETING DATES FY 25/26 (INCLUDING STRATEGIC PLANNING LOCATION)

It was generally agreed that the week of August 18th works for the most people and Program Administration was asked to determine if the Lodge in Tiburon had availability for that week for the Strategic Planning Meeting.

F.8. ROLLING OCIP

Dan Howell provided an update regarding the MROCIP program and indicated that if it was set up as the SPA group participating, then SPA would have to fund the program. If we get direction from the Board we would prepare the documents and help to jumpstart the members notification. Program Administration was asked to invite PRISM to our next meeting to discuss the MROCIP program and answer any questions.

G.1. RENEWAL TIMELINE UPDATE

Jim Wilkey provided a review of the upcoming renewal and indicated that the primary focus is putting together the marketing submission for the SPA JPA with the goal to have it out to the markets in February 2025. He also noted that the Newfront team is still working on the Alternative Risk Financing option and will have more to report once they have met with the markets. Members were also encouraged to respond to the application information requests that have been sent out.

H.3. PROPERTY PROGRAM CLAIMS POLICY & PROCEDURE – CAT LOSS DEDUCTIBLES

Dan Howell reminded the Board when a catastrophic loss (like snowstorm) or as one named catastrophe, the loss will be treated as a single loss for purposes of our excess and reinsurance coverage. It was noted that Wildfire CAT losses are different due to the deductible structure for each of the SPA members. Program Administration was asked to bring this back to the January Meeting and include examples that show the difference with or without the proposed change effective July 1, 2025.

I. INFORMATION ITEMS

The Board was presented with a copy of the draft Service Calendar.

J. ADJOURNMENT

The meeting was adjourned at 1:24 pm



Schools Program Alliance

c/o Alliant Insurance Services

Corporation Insurance License No. OC36861

2180 Harvard Street, Suite 460, Sacramento, CA 95815

NEXT MEETING DATE: January 13, 2025 via Teleconference

Respectfully Submitted,

Cindy Wilkerson, Secretary

Date

DRAFT

Item E.

MEMBER PROGRAM AND IDEA SHARING – MROCIP

INFORMATION ITEM

ISSUE: The SPA Board of Directors previously discussed launching a Master Rolling Owner Controlled Insurance Program (MROCIP) for construction projects undertaken by SPA member districts and requested more information. Alliant representatives will provide a presentation with more details regarding the program offered through PRISM and be available to answer questions about the program.

RECOMMENDATION: Review and discuss options for developing a Master Rolling OCIP and provide direction to staff.

FISCAL IMPACT: No fiscal impact is expected from action at today’s meeting.

BACKGROUND: OCIP programs allow the owner (school district) to cover the liability and workers’ compensation exposure on major construction projects. This provides control over coverage quality, claims, and cost. Public entities with major capital construction programs almost universally utilize OCIPs due to the overall benefits. For individual school districts, there usually isn’t enough project volume to support an OCIP. The solution is to gather projects with a construction value (CV) over \$20 million from multiple districts. The challenge for an organization the size of SPA is that launching a master rolling OCIP requires an investment of substantial collateral funding with the lead insurer to get the policy placed, followed by enrollment of at least \$250 million of projects. Also, a robust safety program with loss control engineers sponsored by the program needs to be in place. The Program Administrators believe that the best solution for SPA would be to join PRISM’s MROCIP (aka “Mister OCIP”). This would require SPA to join PRISM and then have at least one project enrolled in MROCIP within 6 months.

ATTACHMENTS: Overview of the PRISM MROCIP



Item F.1.

GENERAL ADMINISTRATION AND FINANCIAL REPORTS

STANDING COMMITTEE AND TASK GROUP UPDATES

INFORMATION ITEM

- a. Cost Allocation Task Force**
- b. Liability Claims Task Force**
- c. Property Claims Task Force**
- d. Marketing Work Group**
- e. Property Program Loss Control Committee**
- f. SPA Reinsurer's Claims TPA – Ad Hoc Committee**

Item F.2.**STRATEGIC PLANNING OBJECTIVES****INFORMATION ITEM**

ISSUE: The Board regularly reviews the Strategic Planning Objectives for the latest updates and provides direction as needed.

A total of ten goals were identified, ranging from establishing a Liability Claims Committee to reviewing innovative programs and services. Four of the goals contain action items that are addressed later in the agenda for this meeting and are highlighted in the attached. Other items due or pending are noted in red in the Deadline column.

Two of the most significant goals are transition to an “Entity” JPA and development of a Property Program Rating and Allocation Plan for FY 25/26. At least one goal, LRP-8 - Task Force for Marketing, needs further development.

RECOMMENDATION: Review and provide feedback or direction as needed.

FISCAL IMPACT: None expected from this item.

BACKGROUND: SPA held its fourth long range planning meeting on August 20-21, 2024, and developed the attached Plan as a result. Key discussion points centered on SPA’s governing structure, claims management, cost allocation, and new programs and services.

ATTACHMENTS: SPA Strategic Planning Objectives as of 12.31.24

FY 2024/25 SPA STRATEGIC PLANNING OBJECTIVES

GOAL	ACTION / TASK	STAFF	Assigned	DEADLINE	STATUS
LRP-1	Establish a Liability Claims Committee – this committee will be subject to the Brown Act				
	a. Staff to draft formation resolution for Board consideration & adoption	PA	MB	Oct	Done
	b. Liability Claims Committee to begin meetings and report out to Board	PA	JW	Dec	TBD
	c. Staff to work with Counsel to include establishment of Liability Claims Committee in Entity JPA Documents	PA	DH	Jan	TBD
LRP-2	Address counsel recommendations in JPA governing documents review				
	a. Amend Resolution 21-012 to incorporate terms and conditions of the Agreement by reference	PA	MB	Oct	Done
	b. Add to Annual Service Calendar the nomination and Board designation of the Managing Member for the upcoming fiscal year	PA	MM	Oct	Done
	c. Amend Property Program Memorandum of Coverage to define Coverage Provider	PA	DM	March	Prep by Submission to Market
	d. Establish basic contracting standards for SPA	MM	PB	TBD	
	e. Define "high risk" and "vacant" locations and submit for the Property Program Memorandum of Coverage for Board adoption	PA	DM	March	Prep by Submission to Market
	f. Establish core communications and distribution protocol for relevant documentation such as audits and policies & procedures, etc.	BOD	MB	Mar	
LRP-3	Consider transition to an Entity JPA - Have Counsel and Administrator develop entity joint powers documents for future consideration				
	a. Counsel and Program Administrator prepare draft entity joint powers agreement, bylaws, program participation agreements and supporting documents	PA, GC	DH/MB	Dec	Drafts On 12.9.24 Board Agenda
	b. Initial review and comments from SPA Board	BOD	DH/MB	Dec	Choose Counsel
	c. Revised draft entity JPA governing documents prepared by Counsel and Program Administrator for SPA Board review	PA, GC	DH/MB	Jan	Under Review/On Jan Agenda
	d. SPA Board takes action to move forward or shelve establishment of entity JPA	BOD		Feb	
	e. SPA Members take action to approve participation in SPA as entity JPA going forward			Mar-Apr	
LRP-4	Property Loss Control – develop and execute a plan addressing the locations listed on the high risk/remote endorsement				
	a. Have Core Logic present on how their wildfire model works and whether SPA can impact that modeling via some risk control	PA	DM	Oct	Done
	b. Inventory previous loss control work at these locations to determine out what has been done and outstanding recommendations	PA	MB	Oct	Pending
	c. Property Program Loss Control Committee to recommend to SPA Board a loss control services plan for the scheduled locations			Dec	
	d. Execute plan as approved by SPA Board	PA	MB	Start Dec	
LRP-5	Property Claims Handling and Client Service Instructions				
	a. Develop resolution for October SPA meeting appointing SIA as SPA property claim adjuster	PA/MM	MB	Oct	Done
	b. Gather member comments on draft CSI's for SPA adjuster and finalize in October	PA/MM	MB	Oct	Done
	c. Meeting for SPA with Chris Stafford and McLarens about services	AIS	MB	Oct	Done - status?
	d. Introduce other independent adjuster alternative firms	PA	DH	Sept-Feb	Update on Jan 13 Agenda
LRP-6	Property Program Cost Allocation Task Force – (Kelli Hanson as chair, Phil Brown, Christi Patterson and ?)				
	a. Program Administrator to lead review of Property Program rating and cost allocation current status and options	PA	DM	Sept-Dec	Done
	b. Task Force to review and recommend Property Program Rating and Allocation Plan for FY 2025/26 and beyond	PA		Feb	
	c. SPA Board takes action to establish Property Program Rating and Allocation Plan for FY 2025/26	PA	BOD	March	
	d. Program Administrator communicates Plan to SPA Member Boards	PA		April - June	
	e. Plan changes effective at July 1, 2025 if approved	PA	DM	Jul	
LRP-7	Identify potential SPA Coverage Counsel firms for Property and Liability				
	a. Gather names of potential coverage counsel, verify if property or liability focused, confirm whether conflicts with current members and reinsurers	PA	MB/DH	Sep-Dec	Done
	b. Review candidates with SPA Board or designees	PA	MB/DH	Dec	On 12.9.24 Board Agenda
	c. Conduct interviews as needed	PA	BOD	Jan-Feb	Completed - Deb Stermer Coverage
	d. Confirm appointment(s) by SPA Board action	PA	BOD	Mar	Byrne Conly for JPA Counsel
LRP-8	Task force for marketing information, videos etc. SIA, North Bay and RESIG				
	a. This item needs further development by SPA Board	BOD	BOD	Dec	
LRP-9	Developing Program Specific Underwriting Policy & Procedures for Liability & Property				
	a. Establish separate working groups for Liability and Property Programs and inventory existing P&P	PA	NF/AIS	Dec	
	b. Working groups to prepare separate drafts for each program	PA	NF/AIS	Dec	
	c. Review of proposed separate Underwriting P&P and adoption by SPA Board	PA	BOD	Jan	
LRP-10	New Programs & Services				
	a. Look into MR OCIP partnership with PRISM	PA	AIS/KB	Dec	On Jan 13 agenda
	b. Student Accident Program exploration	PA	AIS/PD	Jan	
	c. Pollution program evaluation	PA	AIS/DM	Mar	
	d. Look into a cyber program that is loss prevention and security based with option for cyber insurance paired	PA	MM/AIS/TJ	Mar	
	e. Solution for adds and deletes and pending transactions in property program	PA	MM	Mar	
	f. Long, Long range – how could a SPA sponsored captive benefit the members – possible multi state diversification	PA	MM/DH		

BOD: SPA Board of Directors
PA: SPA Program Administrator
MM: Managing Member
CFO: SPA Accounting and Finance

AIS: Alliant Ins. Svcs.(Property Program)
NF: Newfront Insurance (Liability Program)
GC: SPA General Counsel
PCA: SPA Property Claims Administrator at SIA

Item F.3.

**BSSP NOTICE OF TENTATIVE WITHDRAWAL
FROM SPA PROPERTY PROGRAM****ACTION ITEM**

ISSUE: BSSP has provided the attached tentative notice of withdrawal from the SPA Excess Property Insurance Program effective July 1, 2025. The SPA Board of Directors will want to consider the impact of this withdrawal and how SPA's potential change in structure may allow BSSP to continue to participate in both the SPA Excess Property Insurance Program and the SPA Excess Liability Insurance Program via other members of SPA.

RECOMMENDATION: Discuss the issues raised by BSSP's Notice of Tentative Withdrawal from the SPA Property Program and take action as appropriate.

FISCAL IMPACT: BSSP represents approximately 5% of the SPA Property Program TIV and contributes to the SPA retained layer and administrative costs. Staff will evaluate the estimated impact of BSSP withdrawal at today's meeting and actual impact will be known when the SPA Property Program renewal is completed.

BACKGROUND: SPA requires six months' notice of intent to withdraw and BSSP has complied with this requirement. BSSP has had members withdraw from their property program due to higher combined costs of the Property and Liability Programs as compared to other providers. BSSP has been exploring alternative ways to provide property and liability coverages to its members, including joining as a member of another SPA member JPA as a way of creating more scale.

ATTACHMENTS: BSSP Resolution No. 24-02 dated December 16, 2024

BUTTE SCHOOLS SELF-FUNDED PROGRAMS

RESOLUTION #24-02

**NOTICE OF TENTATIVE WITHDRAWAL
FROM SCHOOLS PROGRAM ALLIANCE**

WHEREAS, the Butte Schools Self-Funded Programs (BSSP) is a member of Schools Program Alliance (SPA)'s excess property program; and,

WHEREAS, BSSP may terminate its program for property claims incurred on or after July 1, 2025,

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of BSSP approves this Notice of Tentative Withdrawal from Schools Program Alliance as of June 30, 2025.

APPROVED, PASSED and ADOPTED by the Board of Directors of Butte Schools Self-Funded Programs this 16th day of December, 2024, by the following vote:

AYES: 5 directors, 30 weighted votes

NOES: nil

ABSENT: 3 directors, 7 weighted votes

ABSTAIN: nil



Andrew James, President

ATTEST:



Heather Naylor, Secretary

Item F.4.**DRAFT GOVERNING DOCUMENTS FOR ENTITY JPA****ACTION ITEM**

ISSUE: Byrne Conly has agreed to act as legal counsel for SPA and undertake a review of the draft governing documents presented at the last meeting. Those documents are attached again for reference and any additional Board feedback. We expect to have counsel's review for the February Board meeting.

RECOMMENDATION: Approve engagement of Byrne Conley as legal counsel and provide feedback or direction regarding the draft documents or process for change.

FISCAL IMPACT: Estimated legal expense for review under \$5,000.

BACKGROUND: The attached COMMENT DRAFTS of a Joint Exercise of Powers Agreement, Bylaws, Liability Program Participation Agreement and Property Program Participation Agreement are provided for Board review and feedback. The Agreement is designed to transition SPA from a "partnership" JPA to an "entity" JPA. These drafts have been prepared by the Program Administrator for initial discussion and are currently under review by counsel.

ATTACHMENTS:

- a. Joint Exercise of Powers Agreement
- b. Bylaws
- c. Participation Agreement – Property
- d. Participation Agreement - Liability

COMMENT DRAFT

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DRAFT

SPA

JOINT EXERCISE OF POWERS AGREEMENT

AS OF JULY 1, 2025

JOINT EXERCISE OF POWERS AGREEMENT FOR THE SCHOOLS PROGRAM ALLIANCE (SPA)

THIS AGREEMENT is made and entered by and between the local government entities who are presently parties to that certain "Schools Program Alliance Joint Powers Agreement," or who subsequently become signatories to this instrument (the "Agreement").

Recitals

- A. On June 22, 2020, the Schools Program Alliance was formed by a group of California School Joint Powers Authorities who executed a certain "Schools Program Alliance Joint Powers Agreement" (the "JPA"). Other public entities have subsequently become signatories to the JPA and members of the Schools Program Alliance (SPA) and at the present time there are six members of SPA who are parties to the JPA.
- B. In the interval since SPA was founded, SPA has developed and is presently operating risk management and loss prevention programs related to public liability, auto liability, public officials' errors and omissions, crisis management, and property risks in which SPA's local government entity members may and do participate.
- C. With the increase in membership in SPA and the development and operation of multiple programs, the conduct of SPA's business has become significantly more complex, resulting in the need for a restructuring of certain elements of the SPA organization.
- D. In order to implement the required restructuring, make other needed amendments to the provisions of the JPA and incorporate all changes in a single instrument, the parties desire to restate the JPA in the form of this Agreement.
- E. In order to make the agreement easier to read and understand, all previous endorsements and adjustments have been incorporated into a single instrument.

Commented [DH1]: Should we count BASIC as a member - that would make seven

Terms and Conditions

In consideration of the foregoing Recitals and the mutual promises of the parties as set forth in the following Terms and Conditions, it is mutually agreed by all of the parties to this Agreement as follows:

SECTION 1: Definitions

The following definitions shall apply to the provisions of this Agreement:

- (a) "Agreement" shall mean this restated Joint Exercise of Powers Agreement.
- (b) "Authority" shall mean the Schools Program Alliance (sometimes also referred to in this Agreement as "SPA") created by and existing under this Agreement.

- (c) "Board of Directors" shall mean the principal governing body of the Authority sometimes also referred to in this Agreement as "Board").
- (d) "Bylaws" shall mean the adopted Bylaws of the Authority as amended and/or restated in their latest approved form.
- (e) "Insurance" shall mean any program of the Authority providing coverage against losses to Member Agencies who are participants in the program whether the coverage is based upon purchased insurance, reinsurance, self-insurance, pooled funding or any other similar mechanism, instrument or facility.
- (f) "Member Agency" shall mean an entity of local government, which is a party to this Agreement.
- (g) "Program Director" shall mean the individual or firm retained by the Board of Directors to administer the Authority.

Commented [DH2]: Do we want to limit membership to School JPA's or allow single (likely large) districts to join?

SECTION 2: Legal Authority For Agreement

- (a) This Agreement is entered into pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (beginning with Section 6500) which authorizes two or more local public entities, such as the Member Agencies who are parties to this Agreement, to exercise any power which is common to each of them.
- (b) This Agreement is also based upon applicable provisions of law which empower local public entities, such as the Member Agencies who are parties to this Agreement, to engage in risk management and loss prevention activities. Those provisions of law include Chapter 3, Part 6, Division 3.6, Title 1 of the California Government Code (beginning with Section 989) having to do with insurance and self-insurance coverage for local public entities.

SECTION 3: Purposes

The purposes of this Agreement are to:

- (a) Provide for the continuation and effective governance of the Authority.
- (b) Continue effective operation of cooperative programs of risk management and loss prevention so as to reduce or eliminate losses and loss exposures, decrease the expenses of claims and claims administration, and improve procedures to manage risks commonly experienced by the parties to this Agreement.
- (c) Continue effective operation of existing Insurance programs in the areas of public liability, environmental impairment, auto liability, public officials' errors and omissions, workers compensation and property losses.
- (d) Implement new Insurance and other programs related to the foregoing purposes and including any Insurance related to property, casualty, accident, health, life and other

insurable perils which the Authority deems necessary, advisable, and beneficial to the parties to this Agreement.

- (e) Pool the self-insurance claims of two or more local public entities as referred to in California Government Code 6512.2.

SECTION 4: Parties to the Agreement

- (a) Only local public entities of California government which are empowered by law and actually engaged in activities may be considered for membership in the Authority.
- (b) The parties to this Agreement are all local public entities which are, as of the effective date of this Agreement, Member Agencies of the Authority or which are subsequently admitted as Member Agencies in accordance with Section 21 of this Agreement.

Commented [DH3]: Change to a reference of public K-12, community college and charter schools as described in the CA Ed Code or elsewhere

SECTION 5: Term of Agreement

Subject to the power to terminate any Member Agency's membership in the Authority, as provided for in this Agreement, this Agreement shall continue indefinitely, and it shall not be terminated so long as two or more Member Agencies agree that the Agreement, and the Authority, be continued.

SECTION 6: Existence of Authority As Separate Public Entity With Sole Responsibility For Its Obligations

Pursuant to California Government Code Sections 6500 et seq., a public entity of the State of California known as the Schools Program Alliance has been created and does now exist. The Authority exists separately and apart from the Member Agencies. Pursuant to California Government Code Section 6508.1 the debts, liabilities and obligations of the Authority shall be solely its own and they shall not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, Program Director or of any Member Agency.

SECTION 7: Powers of Authority

- (a) The Authority shall have all of the powers common to the parties to this Agreement and all additional powers afforded under California law to public entities such as Authority, formed for the purpose of jointly exercising powers common to their members. The Authority is also authorized by this Agreement to do all acts necessary for the exercise of its powers. The Authority's powers include, but are not limited to, the following:
 - i. To make and enter into contracts.
 - ii. To incur debts, liabilities, and obligations.
 - iii. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
 - iv. To sue and be sued in its own name, and to settle any claim against it.

- v. To receive and use contributions and advances from Member Agencies as provided in California Government Code Section 6505 et seq., including contributions or advances of personnel, equipment or property.
- vi. To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- vii. To carry out all provisions of this Agreement.

Pursuant to California Government Code Section 6509 the Authority's powers shall be exercised in the manner and according to Procedures provided in the laws applicable to a

Commented [DH4]: Refer to CA Education Code as per above.

SECTION 8: Board of Directors

The Authority shall be governed by a Board of Directors which shall be composed of representatives of those Member Agencies who have exercised their right to participate on the Board of Directors. Each Member Agency shall be entitled at any given time to appoint one member and one or more alternate member(s) of the Board of Directors, each of whom shall be an officer, director, or employee of the appointing Member Agency. Appointments shall be made as specified in the Bylaws. At any meeting of the Board of Directors, each duly appointed member, or in the member's absence, one of the alternate members as determined by the Member Agency, shall have one vote on behalf of his or her Member Agency.

Commented [DH5]: Do we want to limit SPA Board membership to Officers and Employees of the Member Agencies - ie not members of the Board of a member agency.

SECTION 9: Powers of the Board of Directors

- (a) The Member Agencies, acting through the Board of Directors, shall retain overall responsibility for governance of the Authority, including the right to exercise all powers of the Authority not delegated to other persons or bodies of the Authority.
- (b) The Board of Directors shall have the following express powers, duties and responsibilities:
 - i. Election of certain Authority officers , except that vacancies occurring in those offices during their term shall be filled pursuant to Section 11(f) and 12(d)
 - ii. Approval of the annual budget of the Authority.
 - iii. Approval of amendments to this Agreement and the Bylaws.
 - iv. Approval of new Insurance programs of the Authority.
 - v. The exercise of powers of the Authority, including promulgation of policies, procedures, and rules, with respect to all matters reserved to the Board of Directors by this Agreement, the Bylaws or otherwise.

SECTION 10: Meetings of the Board of Directors

- (a) The Bylaws of the Authority shall make provision for calling and holding meetings of the Board of Directors which shall include, in any event, at least one regular meeting annually.
- (b) Meetings of the Board of Directors shall be conducted in accordance with this Section, the Bylaws and applicable provisions of law governing the meetings of legislative bodies and governing boards of local public entities of the State of California including the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- (c) The presence in person (or by telephone in the case of a noticed telephonic meeting) of a majority of the then duly appointed members (including alternate(s) in the case of absence of the member) of the Board of Directors shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws or other applicable provisions of law.

SECTION 11: Officers of the Authority

- (a) The officers of the Authority shall be a Chair, Vice-Chair, Secretary and Treasurer-Auditor whose duties shall be as set forth in this Agreement, the Bylaws or as prescribed by applicable provisions of law.
- (b) The President and Vice President shall be elected by the Board of Directors and shall serve two-year terms. Neither officer shall serve for more than two complete consecutive terms in his or her respective office. The terms of each office will ordinarily commence on July 1 of each odd-numbered fiscal year except that if an election has not been conducted by that date, the terms shall commence as soon as the election has been held.
- (c) Unless the Board of Directors determines otherwise, the Secretary shall be an individual who is the designated senior representative of the Program Director. The Secretary shall serve at the pleasure of the Board. If the designated senior representative of the Program Director is unable to serve for any reason, including his or her removal from office by the Board, the Board shall appoint a replacement who may be another senior representative of the Program Director, a senior staff member of the Authority, a member of the Board or an officer, or employee of a Member Agency.
- (d) Unless the Board of Directors determines otherwise, the Treasurer-Auditor shall be appointed by the Board and shall serve at the Board's pleasure. The Treasurer-Auditor shall be an officer or employee of a Member Agency.
- (e) The Authority may have such other officers as provided in the Bylaws.
- (f) If a vacancy occurs mid-term in the office of the Chair, the Vice Chair shall automatically succeed to the office of Chair to serve out the balance of the term of his/her predecessor. If a vacancy occurs mid-term in the office of Vice Chair, a successor shall be appointed by the Board to serve out the balance of the term.

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SECTION 13: Committees

The Authority shall have standing and other committees as may be provided for in the Bylaws or which are created by the Board of Directors or the President. Committees of the Authority shall have powers, duties and responsibilities as provided in the Bylaws or as delegated and directed by the appointing person.

SECTION 14: Program Director and Other Staff

- (a) The Board of Directors shall appoint a Program Director who shall be responsible for the general administration of the business and activities of the Authority as directed by the Board.
- (b) The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the Authority.
- (c) The Board of Directors shall provide for the appointment of such other staff of the Authority as may be necessary for the administration of the Authority.
- (d) As determined by the Board, staff functions may be performed by employees of the Authority, by officers, directors, and employees of Member Agencies and by agents, advisors and consultants retained under contract by Authority.
- (e) The Program Director and other staff of the Authority shall have such powers, duties and obligations as are established by this Agreement, the Bylaws, the policies, procedures and rules promulgated by the Authority and any contractual arrangements which may exist between the Authority and the respective entity or person.
- (f) Subject to any applicable contractual arrangements which may take precedence, the Program Director and Legal Counsel shall serve at the will and pleasure of the Board of Directors and all other staff shall serve at the will and pleasure of the Board.

SECTION 15: Insurance Coverage

The Authority shall maintain insurance coverage on its activities as determined by the Board of Directors to be necessary and adequate.

SECTION 16: Accounts and Records

- (a) Annual Budget. The Authority shall adopt an annual budget, which shall include a separate budget for each Insurance program under development or adopted and implemented by the Authority. The Board shall cause to be prepared, shall review and approve and shall recommend a proposed annual budget to the Board of Directors for its consideration. In the event a proposed budget is not approved, the Authority shall continue to operate using the budget figures from the previous fiscal year.
- (b) Funds and Accounts. As directed by the Board, the Treasurer-Auditor of the Authority shall establish and maintain such funds and accounts as may be required by law and good accounting practices. Separate accounts shall be established and maintained for each Insurance program under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Treasurer-Auditor shall be open to inspection at all reasonable times by authorized representatives of Member Agencies. A quarterly unaudited financial statement will be produced and distributed to all Member Agencies. The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

- (c) Treasurer-Auditor's Report. The Treasurer-Auditor, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each Member Agency .
- (d) Annual Audit. Pursuant to Government Code Section 6505, the Authority shall contract with an independent certified public accountant to make an annual fiscal year audit of all accounts and financial statements of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the County Auditor of each Member Agency within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Authority.

SECTION 17: Responsibilities for Funds and Property

- (a) The Treasurer-Auditor shall have custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.5, the Treasurer-Auditor shall:
 - i. Receive and acknowledge receipt for all funds of the Authority and place them in the treasury of the Treasurer-Auditor to the credit of the Authority.
 - ii. Be responsible upon his or her official bond for the safekeeping and disbursement of all Authority funds so held by him or her.
 - iii. Pay any sums due from the Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Treasurer-Auditor. All warrants of the Authority shall be signed by two persons as designated by the Board; provided, however, that the Board may, by resolution, authorize imprest accounts for expenditures of funds in limited amounts for which only one authorized signatory shall be required on the instrument.
 - iv. Verify and report in writing to the Authority and to Member Agencies, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.
- (c) Pursuant to Government Code Section 6505.1, the Program Director, the Treasurer-Auditor and such other persons as the Board of Directors may designate shall have charge of, handle and have access to the property of the Authority.
- (d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board of Directors, covering the Treasurer-Auditor and all other officers and staff of the Authority who are authorized to hold or disburse funds of the Authority, and all other officers and staff who are authorized to have charge of, handle, and have access to property of the Authority.

SECTION 18: Responsibilities of the Authority

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

- (a) Assist each Member Agency's designated risk manager with the risk management function;
- (b) Provide loss prevention and safety services to the Member Agencies;
- (c) Provide claims adjusting and claims management services as required;
- (d) Provide statistical reports to the Member Agencies;
- (e) Recommend standard contract clauses relating to indemnity, hold harmless, insurance and other similar matters affecting Member Agencies; and,
- (f) Provide other services consistent with purposes of the Authority as may be deemed necessary, advisable and beneficial to the Member Agencies.

SECTION 19: Responsibilities of the Member Agencies

- (a) Each Member Agency shall appoint one employee or other representative to be responsible for the Member Agency's risk management functions and to serve as liaison between Member Agency and the Authority as respects risk management.
- (b) Each Member Agency shall maintain for itself and its members an active risk management program as described in any Insurance programs or policies, procedures and rules promulgated by the Authority.
- (c) Each Member Agency shall timely pay all premiums, fees, charges and assessments imposed or levied by the Authority.
- (d) Each Member Agency shall provide the Authority with requested information and assistance in order to fulfill the programs under this Agreement.
- (e) Each Member Agency shall in all ways cooperate with and assist the Authority in all matters relating to this Agreement and comply with the Bylaws and the policies, procedures and rules promulgated by the Authority.
- (f) Each Member Agency shall cooperate fully with the Authority in determining the causes of losses and in the settlement of losses covered under the Authority's Insurance programs.

SECTION 20: Development, Implementation and Funding of Insurance Programs

- (a) Program Coverage. The Authority may develop and implement programs of Insurance, which the Authority deems necessary, advisable and beneficial to Member Agencies. Subject to any Insurance program's applicable underwriting rules and other qualifying

conditions, each Member Agency shall be eligible to apply for membership and participation in any program conducted by the Authority.

- (b) **Program and Authority Funding.** The Member Agencies developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting the Authority, hereinafter called Authority general expenses, shall be equitably allocated among the various programs and shall be funded by the Member Agencies developing or participating in such programs in accordance with such allocations, as hereinafter provided.
- i. **Development Charge.** Development costs of an Insurance program shall be funded by a development charge as fixed by the Board of Directors. The development charge shall be paid by each Member Agency which wishes to join in development of the program, after receipt of information as estimated on the cost and scope of the program, and thereby reserve the option to participate in the program following its adoption by the Board. Development costs are those costs incurred by the Authority in developing a program for review and adoption by the Board, including but not limited to: research, feasibility studies, information and liaison work among Member Agencies, preparation and review of documents, and actuarial and risk management consulting services. The development charge may also include an equitable share of Authority general expense incurred in the development function. Upon the conclusion of program development: any deficiency in development funds shall be billed to all Member Agencies which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; and any surplus in such funds shall be transferred into the loss reserve fund for the program, or, if the program is not implemented, into the Authority's general fund.
- ii. **Annual Premium.** Except as provided in iii. below, all post-development costs of an Insurance program shall be funded by annual premiums charged to the Member Agencies participating in the program each policy year, and by investment income on the fund so accumulated. Premiums shall be determined by the Board of Directors upon the basis of a cost allocation plan and rating formula developed by the Authority with the assistance of an actuary, risk management consultant or other qualified person. The premium for each participating Member Agency shall include that Member Agency's share of expected program losses, program reinsurance costs, and program administrative costs for the year plus that Member Agency's share of Authority general expense allocated to the program. Annual premiums shall be billed by the Authority at the beginning of each policy year and shall be payable within thirty (30) days of the billing date. At the end of each policy year, program costs shall be audited by the Authority. Any deficiency or surplus in the premium paid by a participating Member Agency, as shown by such audit, shall be adjusted by a corresponding increase or decrease in the premium charge to that Member Agency for the next succeeding year, or held by the Authority to pay future expenses of the program unless the Member Agency withdraws or is canceled from the program.
- iii. **Assessment.** If the Authority experiences an unusually large number of losses under a program during a policy year, such that pooled funds for the program may be exhausted or depleted excessively before the next annual premiums are due, the Board of

Directors may, upon consultation with an actuary, impose assessments on all participating Member Agencies, which, in total amount, will assure adequate funds to the Authority for the payment of all incurred losses.

SECTION 21: New Members

An eligible local public entity that is not a Member Agency may become a party to this Agreement only upon approval of the Board of Directors and by paying an appropriate entry fee or charge as established by the Board. The Board may condition its approval upon the proposed new member's ability to satisfy the underwriting criteria and other qualifying conditions which may then be in effect for any Insurance program in which the proposed new member wishes to participate.

SECTION 22: Withdrawal

- (a) A Member Agency may withdraw as a party to this Agreement upon thirty (30) days' advance written notice to the Authority if it has never become a participant in any Insurance program, or if it has withdrawn from all insurance programs in which it was a participant, pursuant to (b) below.
- (b) After becoming a participant in an Insurance program, a Member Agency may withdraw from that program only at the end of a policy year for the program, and, unless the Insurance program's policies, procedures and rules otherwise provide, only if the Member Agency has given the Authority at least six (6) months' advance written notice of such action executed by the chief executive officer of the Member Agency.

SECTION 23: Termination

- (a) Notwithstanding the provisions of Section 22, the Board of Directors may:
 - i. Terminate any Member Agency from this Agreement and membership in the Authority, on a vote of two-thirds of the Board members present and voting. Such action shall have the effect of terminating the Member Agency's participation in all Insurance programs of the Authority as of the date that membership is terminated.
 - ii. Terminate any Member Agency's participation in an Insurance program of the Authority, without terminating the Member Agency's membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members present and voting.
- (b) The Board of Directors shall give sixty (60) days' advance written notice of the effective date of any termination under the provisions of (a) above. Upon the effective date, the Member Agency shall be treated the same as if it had voluntarily withdrawn from this Agreement or from the program, as the case may be. A termination procedure will be set forth in the Bylaws of the Authority.
- (c) A Member Agency which does not enter one or more of the Programs of the Authority within 318 months after the Member Agency becomes a party to this Agreement shall be considered to have withdrawn as a party to this Agreement at the expiration of the 18-

month period, and its membership in the Authority shall be automatically canceled as of that time without action of the Board of Directors.

- (d) A Member Agency which withdraws from all Insurance programs of the Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to this Agreement at the end of that period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

SECTION 24: Effect of Withdrawal or Termination

The withdrawal or termination of any Member Agency from this Agreement shall not terminate the responsibility of the Member Agency to continue to contribute its share of assessments or other financial obligations incurred by reason of its prior participation, nor shall a Member Agency's withdrawal or termination require the Authority to repay or return to the Member Agency all or any part of any contributions, payments or advances made by the Member Agency expect as provided in Section 24.1 below.

SECTION 24.1: Disposition of Property and Funds

- (a) Upon the dissolution of the Authority or other final termination of the Agreement, any properties of the Authority shall be liquidated, and the funds received, together with other funds on hand, shall be used first to discharge all obligations of the Authority. These obligations shall include all claims for which the Authority may have financial responsibility including claims which have been incurred but not reported and shall be determined by independent accountants and actuaries selected by the Board of Directors. Any surplus funds remaining after payment of or providing for the Authority's obligations shall be applied in accordance with Subsection (b) below.
- (b) Surplus money on hand in a self-insurance pool operated by the Authority shall be returned to present and former Member Agencies who participated in the pool in proportion to contributions made and claims or losses paid as specified in California Government Code Section 6512.2. Any other surplus money remaining on hand shall be returned in proportion to contributions made as specified in California Government Code Section 6512.

SECTION 25: Provision for Bylaws

The Authority shall develop, adopt, amend and promulgate Bylaws and other executive directives to govern the operations of the Authority. Each Member Agency will be provided with copies of all such materials.

SECTION 26: Amendment of Agreement

This Agreement may be amended at any time by a two-thirds vote of the entire Board of Directors, provided, however, that:

- (a) Any meeting at which an amendment is to be acted upon shall require sixty (60) days' prior notice of the proposal, with the specifics of the proposed amendment to be set forth in the notice; and
- (b) No amendment which increases the liability or financial obligation of a Member Agency shall be approved without:
 - i. That Member Agency's consent; or
 - ii. That Member Agency being given the specific option to withdraw from the Authority.

SECTION 27: Agreement Complete

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

SECTION 28: Effective Date of Restated Agreement

The effective date of this Agreement as restated shall be the date that the Board of Directors of the Authority duly and regularly adopts a resolution approving the form of this Agreement in the manner provided by Section 26 of this Agreement.

SECTION 29: Superseding Effect

This Agreement supersedes JPA (referred to in Recital A above) and shall govern the rights and obligations of the parties as to all matters covered by this Agreement after its effective date.

SECTION 30: Contract with Each Signatory

Each party to this Agreement, whether by having been a signatory to JPA (referred to in Recital A above) or by having become a signatory to this Agreement, shall be deemed and is, a contracting party with each and all of the other parties to this Agreement without regard to the time that a party became a party to the Agreement. The deletion of one or more parties from this Agreement shall not affect the validity, term or continuing effectiveness of this Agreement.

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Certificate of Secretary

The undersigned Secretary of *Member Agency* certifies that the foregoing Joint Exercise of Powers Agreement was adopted by Resolution No. TBD(BD) of the Board of Directors of *Member Agency* at a meeting of the Board duly and regularly called and conducted on TBD, 2025.

Secretary

**BYLAWS
of the
SCHOOLS PROGRAM ALLIANCE**

PREAMBLE

These Bylaws are adopted effective July 1, 2025, pursuant to the "Joint Exercise of Powers Agreement for the Schools Program Alliance (SPA)" (the "Agreement").

ARTICLE I - THE AUTHORITY

SECTION 1.1. Name of Authority. The name of the Authority created by the Agreement shall be the Schools Program Alliance (the "Authority").

SECTION 2.1. Office of Authority. The principal office of the Authority shall be at the address listed in Attachment A to these Bylaws, or at such other location as the Board of Directors may designate by resolution.

SECTION 3.1. Fiscal Year. The fiscal year for the Authority shall commence July 1 of each calendar year and end June 30 of the following calendar year.

ARTICLE II - BOARD OF DIRECTORS

SECTION 2.1. Membership. The Authority shall be governed by a Board of Directors. Each of the parties to the Agreement as set forth in Sections 4 and 21 of the Agreement (the "Member Agencies") shall be entitled to participate and be represented by a representative on the Board of Directors. If a Member Agency elects to exercise its right to representation on the Board of Directors, it shall promptly notify the Authority in writing of the names of the Board member and alternates who have been selected to represent the Member Agency, and subsequently of any successors to them. The Member Agency shall also comply with any other procedures which may be established by resolution of the Board of Directors to identify Member Agencies who have chosen to participate and be represented on the Board of Directors and to authenticate Member Agencies' representatives. All designated Board members and alternates shall comply with the provisions of California law which require certain public officials to file Statements of Economic Interests. Any Member Agency which is not then exercising its right to participate on the Board of Directors may change its status at any time by written notice to the Authority of that decision, by designation of its representative Board member and alternates and by compliance with any other procedures established by the Board of Directors.

SECTION 2.2. Powers. The powers of the Board shall be as set forth in Section 9 of the Agreement.

SECTION 2.3. Meetings.

(a) Regular Meetings. Regular meetings of the Board shall be held at least once a year at a time and place to be set by the Board. Except as otherwise provided in Section 26 of the Agreement, the agenda for each regular meeting of the Board shall be posted at the principal office of the Authority and delivered to each Member Agency in accordance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956.

(c) Public Meeting. All meetings of the Board shall be open to the public, except as provided by law.

(d) Quorum. The presence of a majority of the members of the Board shall constitute a quorum for the transaction of business. Except as otherwise provided in the Agreement, the Bylaws or by law, no action may be taken by the Board except by affirmative vote of not less than a majority of those members of the Board present. A smaller number may adjourn a meeting.

(e) Order of Business. At the regular meetings of the Board, the following shall be the order of business:

- i. Roll Call.
- ii. Approval of Minutes of the previous meeting.
- iii. Agenda Items.
- iv. Adjournment

(f) Manner of Voting. With respect to matters of business affecting only a particular insurance program, voting on such matters shall be restricted to those Board members whose Member Agencies are participants in that particular program, and the votes of other Board members shall not be counted.

(g) Action by the Board. All resolutions of the Board shall be in writing, signed by the President and attested to by the Secretary. All other actions of the Board shall be by motion recorded in written minutes.

(h) Rule of Order. All rules of order not otherwise provided for shall be determined, to the extent practicable, in accordance with "Robert's Rules of Order;" provided, however, that no action of the Board shall be invalidated, or its legality otherwise affected, by the failure or omission to observe or follow "Robert's Rules of Order."

ARTICLE III - OFFICERS

SECTION 3.1. Principal Officers.

The principal officers of the Authority are the Chair, Vice-Chair, Secretary and Treasurer-Auditor, as provide in Section 11 of the Agreement.

SECTION 3.2. Other Officers.

The Board of Directors may create such other offices and appoint such other officers as it deems necessary and advisable. Officers so appointed shall serve at the pleasure of the Board and shall exercise such powers, perform such duties and assume such responsibilities as set forth in a resolution duly adopted by the Board for that purpose.

ARTICLE IV - COMMITTEES

SECTION 4.1. Establishment of Committees.

Pursuant to Section 12 of the Agreement, the Authority shall have the standing committees specified in this Article and such other committees as may be appointed from time-to-time by the Board of Directors or the Chair.

SECTION 4.2: Property Program Committee.

(a) The "Property Program Committee" shall be a standing committee of the Authority. All members of the committee shall be: (1) affiliated with Member Agencies who are participants in the Authority's Property Program; (2) knowledgeable about the operation of the program; and (3) selected by the Board Chair. Committee members other than the Committee Chair shall serve two, two-year terms with the terms of two or three members beginning in even-numbered calendar years and the other members' terms beginning in odd-numbered calendar years. The term of the Chair shall be indefinite and at the pleasure of the Board Chair.

(b) The purpose of the Property Program Committee shall be to advise the Board of Directors of all operational aspects of the Property Program and to execute and implement the directions of the Board with regard to matters within the committee's powers, duties and responsibilities, which shall be as follows:

(c) Underwriting

i. Solicit information necessary to evaluate membership applications. Determine adequacy of information provided by prospective members.

ii. Advise and report to the Board on matters relating to prospective new members to the program.

(d) Coverage Issues

i. Review coverage issues as they arise and make a recommendation to the Board.

(e) Claims Administration

i. Advise and report to the Board of Directors as to the status of the Program.

ii. Solicit proposals, select, and recommend to the Board qualified candidates to serve as the program's Claims Administrator.

iii. Administer the contract for claims services and review invoices.

iv. Provide supervision and direction to the Authority's claims administrator.

v. Review procedures for claim processing and recommend changes if appropriate.

vi. Review claims frequency and severity reported by participants.

vii. Oversee the preparation of a quarterly claims report to all participants.

viii. Identify needs of participants and recommend training.

ix. Review disputed claims and settle claims within authority granted by the Board pursuant to the **Property Claims Management Policy & Procedure**.

(f) Loss Control

i. Develop programs, policies and resources that will enable participants to reduce property losses.

ii. Provide for inspections of participants' facilities to assist in reducing losses and improving safety.

iii. Administer contract for loss control services and recommend approval of payments.

iv. Provide supervision and direction to the Authority's loss control consultant.

v. Prepare and coordinate an annual safety program.

vi. Coordinate safety program with the Liability Program Committee.

(g) Budget

i. Recommend Program budget.

(h) Delegation of Duties

i.– Delegate any of these duties and responsibilities as it deems appropriate.

SECTION 4.3. Liability Program Committee.

(a) The "Liability Program Committee" shall be a standing committee of the Authority. All members of the committee shall be: (1) affiliated with Member Agencies who are participants in the Authority's Liability Program; (2) knowledgeable about the operation of the program; and (3) selected by the Board Chair. Committee members other than the Committee Chair shall serve two, two-year terms with the terms of two or three members beginning in even-numbered calendar years and the other two members' terms beginning in odd-numbered calendar years. The term of the Chair shall be indefinite and at the pleasure of the Board Chair.

(b) The purpose of the Liability Program Committee shall be to advise the Board of Directors of all operational aspects of the Liability Program and to execute and implement the directions of the Board with regard to matters within the committee's powers, duties and responsibilities, which shall be as follows:

(c) Underwriting

i. Advise and report to the Board on matters relating to prospective new members to the Program.

ii. Solicit information necessary to evaluate membership applications.

iii. Determine adequacy of information provided by prospective members.

(d) Coverage Issues

i. Review and advise on Memorandum of Coverage matters.

ii. Make recommendations to the Board concerning coverage issues.

(e) Claims Administration

i. Advise and report to the Board as to the nature and extent of claims adjusting and legal defense services necessary to protect the funds of the Authority, and as to the settlement of those claims which involved liability of the Authority.

ii. Recommend policies and procedures for claim processing.

iii. Review all claims reported by Member Agencies.

iv. Approve settlement of claims within a range of authority as determined by the Claims Management Policy & Procedure.

v. Make recommendations on settlement of claims greater than the limit of authority established in the Claims Management Policy & Procedure.

vi. Oversee the preparation of a quarterly claims report to all members.

vii. Administer contract for claims services and recommend approval of payments.

viii. Make recommendation on the selection of a claims administrator.

(f) Loss Control

i. Develop programs, policies and resources that will enable Member Agencies to reduce liability and property damage losses.

ii. Provide for inspections of facilities to assist members in reducing losses and improving safety and to determine compliance with SPA standards.

iii. Administer contract for loss control services and recommend approval of payments.

iv. Provide supervision and direction to the Authority's loss control consultation service provider.

v. Prepare an annual loss control program and budget.

vi. Coordinate safety programming with the Property Program Committee.

vii. Make recommendation on the selection of a Loss Control service provider.

(g) General

- i. Advise on structure and funding of the Pool layer.
- ii. Develop budget recommendation.
- iii. Oversee projects of consultants.
- iv. Report annually on the program and on the performance of contractors.

(h) Delegation of Duties

- i. – Delegate any of these duties and responsibilities as it deems appropriate.

SECTION 4.4. Meetings of Standing Committees. Standing committees shall meet on the call of their respective committee chairs. Minutes of committee meetings shall be recorded and upon approval shall be distributed to the Board of Directors. Meetings of committees shall be conducted in accordance with the Ralph M. Brown Act (California Government Code sections 54950 et seq.) including, as applicable, the provisions of sections 54952.2 and 54952.3.

ARTICLE V - PROGRAM DIRECTOR

SECTION 5.1. Appointment. The Board shall appoint a Program Director in accordance with Section 14 of the Agreement.

SECTION 5.2. Powers. In accordance with Section 13 of the Agreement, the Program Director shall administer the business and activities of the Authority. The Program Director shall have such powers, duties and responsibilities as set forth in the Agreement, these Bylaws and as may be provided by agreement between the Program Director and the Authority or as otherwise delegated to the Program Director by the Board of Directors.

ARTICLE VI - REIMBURSEMENT FOR TRAVEL EXPENSES

SPA shall reimburse a Board of Directors Member or Committee Member any reasonable and necessary travel expenses incurred for the member to attend a SPA meeting.

Reasonable and Necessary is defined as those expenses which the member would not have incurred in performing the normal business of its agency.

Article VII - TERMINATION OF A MEMBER AGENCY MEMBERSHIP

A Member Agency may be terminated from membership in the Authority or from participation in a program of the Authority, in accordance with Section 22 of the Agreement. The procedures for terminating a Member Agency are as follows:

SECTION 7.1. Initiation. Proceedings for termination of a Member Agency as a participant in a program of the Authority or as a member of the Authority may be initiated by the Program Director, by any officer, director, or standing committee of the Authority or by any Member Agency. The person initiating termination proceedings shall do so by a written report and recommendation to the Board of Directors, setting forth in detail the grounds upon which the recommendation is made.

SECTION 7.2. Hearing and Determination of the Board of Directors. The Board of Directors shall hold a hearing on the recommendation at its next meeting, which may be a regular or a special meeting; provided, however, that the affected Member Agency shall have received a copy of the recommendation and such notice of the meeting as is given to all Board members. At the hearing the affected Member Agency shall have the right to offer written and oral testimony. At the close of the hearing, the Board of Directors shall decide whether or not to terminate the Member Agency. If the Board votes to terminate the Member Agency, the reasons for such decision shall be given in writing to the Member Agency. Termination shall be **effective sixty (60) days after the date of mailing** of such written reasons to the Member Agency.

SECTION 7.3. Withdrawal. A Member may withdraw from the Authority or a program by providing notice as required in Section 21(b) of the Agreement. A notice of withdrawal may not be rescinded, except upon Member request submitted at least sixty (60) days prior to the effective date of withdrawal, and subsequent approval by the Board, for good cause shown and upon a finding by the Board that rescission of the notice of withdrawal will not prejudice the Authority or other Members.

ARTICLE VIII - AMENDMENT

These Bylaws may be amended from time to time by resolution of the Board of Directors duly adopted upon a two-thirds vote of the entire Board of Directors at a regular or special meeting of the Board; provided, however, that no such amendment shall be adopted unless at least thirty (30) days written notice thereof has previously been given to all Member Agencies and members of the Board of Directors. Such notice shall identify the section or sections of the Bylaws proposed to be amended.

ARTICLE IX - COVERAGE DOCUMENTS

Each Member Agency participating in a program of the Authority shall be provided with either a memorandum of coverage or an insurance policy, as the case may be, which shall describe in detail the nature of the applicable coverage, including dollar amounts, together with any deductibles, exclusions, limitations, or other provisions of the coverage.

ARTICLE X - RECORDS RETENTION

All records and documents of the Authority shall be retained in accordance with a records retention policy and procedure adopted by the Board of Directors.

ARTICLE XI - LIABILITY AND INDEMNIFICATION

SECTION 11.1 - INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES - The Authority shall defend and indemnify its directors, officers and employees to the same extent as any public agency of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825 et seq. or other applicable provisions of law.

SECTION 11.2 - INSURANCE - The Authority may insure itself to the extent deemed necessary by the Board of Directors against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

SECTION 11.3 - INDEMNIFICATION BY MEMBER AGENCIES - To the extent any Member Agency's negligent or wrongful act or omission is the cause of an injury for which other Member Agencies may be, or are sought to be, held liable pursuant to California Government Code e 895 et seq., the Member Agency which is legally responsible for the injury shall, at its own expenses, defend, indemnify and hold harmless all of such other Member Agencies from any and all legal consequences of the negligent or wrongful conduct or omission. Nothing in this Section shall be deemed to preclude a Member Agency having the duty to defend, indemnify and hold harmless, from resorting to any insurance or other form of coverage for losses available to the Member Agency, including insurance or coverage for losses procured through the Authority.

SCHOOLS PROGRAM ALLIANCE (SPA)
PARTICIPATION AGREEMENT
FOR THE
PROPERTY PROGRAM

We, _____, signatory to the Schools Program Alliance(SPA) Joint Exercise of Powers Agreement, have agreed by action of our Board of Directors on _____, 20____, to participate in the SPA Property Program, hereinafter referred to as "Property Program." As evidenced by the authorized signatures on page 3 of this document, we agree to become a participant in the Property Program and be referred to as a "Program Participant."

It is understood that this Participation Agreement pertains only to the Property Program and not to any other program operated by SPA.

We understand that provided the following requirements are met, Property Program coverage shall begin on _____ :

- 1) We have paid the Property Program Fee;
- 2) We have executed this Property Program Participation Agreement; and
- 3) We are a member of the Joint Powers Authority. This means we:
 - a) have been approved for Joint Powers Authority membership by the SPA Board;
 - b) have executed the Joint Exercise of Powers Agreement;
 - c) have executed a "Resolution to Join" in accordance with the Joint Exercise of Powers Agreement; and
 - d) have paid the initial membership fee.

MINIMUM PARTICIPATION PERIOD:

It is understood that the SPA Property Program requires an initial three full program years commitment as a condition of participate in the program. Withdrawal from the Property Program cannot occur until three full years of participation have occurred, that is, from the coverage inception date until the end of the third full program year in which the Program Participant has participated, and only then if a six-month prior notice is provided in the form of a resolution adopted by the Program Participant's governing board in advance of the six-month notice period.

Our initial commitment to the Property Program will expire on July 1, 20___, unless the program anniversary date is modified by the SPA Board of Directors. After the initial participation commitment has been met, withdrawal can occur at the end of a program year provided a six-month prior notice of intent to withdraw is provided the Authority, as noted above.

RESPONSIBILITIES OF PROGRAM PARTICIPANTS:

It is understood that as a Program Participant, we are obliged to do the following:

- Take such action, including providing the Property Program staff with such statistical and loss experience data and other information, as is necessary to carry out the SPA Property Program as required by the SPA Joint Exercise of Powers Agreement, Bylaws and the policies established by the Board of Directors;
- Pay the Property Program when due any and all Premiums for each Program Year. Withdrawal does not relieve a Program Participant from liability for owed premiums; and
- Fully cooperate with the Property Program staff and/or representatives in determining the cause of losses and in the investigation, adjudication, and settlement of claims.

RESPONSIBILITY FOR PROPERTY PROGRAM EXPENSES:

It is understood that Property Program Participants are responsible for their share of all Property Program expenses. A Program Participant's share of the program costs shall be reflected, as accurately as possible, within its Program Fee, which is based upon the Property Program's budgetary needs, and any other expenses deemed necessary by the Board of Directors.

It is also understood that Property Program Participants are responsible for their share of all Property Program expenses, including:

projected losses; margin for contingency; claims adjusting and legal fees, loss control services, general administration, excess or reinsurance premium cost, and costs for any other services as identified by the Board of Directors per authority vested by the SPA Joint Exercise of Powers Agreement and/or Bylaws;

A Program Participant's share of the program costs shall be reflected, as accurately as possible, within its Deposit Premium which is based upon the Property Program's budgetary needs, prior claims experience, actuarial projections for future years' losses and any other expenses deemed necessary by the Board of Directors. The cost allocation formula may be subject to change by the Board of Directors.

The withdrawal or termination of any Program Participant from the Property Program shall not terminate the responsibility to continue to contribute to its share of assessment on prior Program Years or other financial obligations incurred by reason of its previous participation.

* * * * *

We acknowledge and agree that this Participation Agreement shall automatically conform to any amendments made to the SPA Joint Exercise of Powers Agreement or Bylaws, which affect the conditions of participation in the Property Program. Any other amendments to this Participation Agreement shall require a two-thirds vote of the Property Program Participants.

In recognition of the above, this Participation Agreement is executed on _____, 20 ____.

Program Participant

Signed

Name

Title

ATTEST:

Signed

Name

Title

SCHOOLS PROGRAM ALLIANCE (SPA)
PARTICIPATION AGREEMENT
FOR THE
LIABILITY PROGRAM

We, _____, signatory to the Schools Program Alliance (SPA) Joint Exercise of Powers Agreement, have agreed by action of our Board of Directors on _____, 20____, to participate in the SPA Liability Program, hereinafter referred to as "Liability Program." As evidenced by the authorized signatures on page 3 of this document, we agree to become a participant in the Liability Program and be referred to as a "Program Participant."

It is understood that this Participation Agreement pertains only to the Liability Program and not to any other program operated by SPA.

We understand that provided the following requirements are met, Liability Program coverage shall begin on _____ :

- 1) We have paid the Liability Program Fee;
- 2) We have executed this Liability Program Participation Agreement; and
- 3) We are a member of the Joint Powers Authority. This means we:
 - a) have been approved for Joint Powers Authority membership by the SPA Board;
 - b) have executed the Joint Exercise of Powers Agreement;
 - c) have executed a "Resolution to Join" in accordance with the Joint Exercise of Powers Agreement; and
 - d) have paid the initial membership fee.

MINIMUM PARTICIPATION PERIOD:

It is understood that the SPA Liability Program requires an initial three full program years commitment as a condition of participation in the program. Withdrawal from the Liability Program cannot occur until a three full years of participation have occurred, that is, from the coverage inception date until the end of the third full program year in which the Program Participant has participated, and only then if a six-month prior notice of withdrawal is provided in the form of a resolution adopted by the Program Participant's governing board in advance of the six-month notice period.

Our initial commitment to the Liability Program will expire on July 1, 20___, unless the program anniversary date is modified by the SPA Board of Directors. After the initial participation commitment has been met, withdrawal can occur at the end of a program year provided a six-month prior notice of withdrawal is provided to SPA, as noted above.

RESPONSIBILITIES OF PROGRAM PARTICIPANTS:

It is understood that as a Program Participant, we are obliged to do the following:

- Take such action, including providing the Liability Program staff with such statistical and loss experience data and other information, as is necessary to carry out the SPA Liability Program as required by the SPA Joint Exercise of Powers Agreement, Bylaws and the policies established by the Board of Directors;
- Pay the Liability Program when due any and all Premiums for each Program Year. Withdrawal does not relieve a Program Participant from liability for owed premiums; and
- Fully cooperate with the Liability Program staff and/or representatives in determining the cause of losses and in the investigation, adjudication, and settlement of claims.

RESPONSIBILITY FOR LIABILITY PROGRAM EXPENSES:

It is understood that Liability Program Participants are responsible for their share of all Liability Program expenses. A Program Participant's share of the program costs shall be reflected, as accurately as possible, within its Program Fee, which is based upon the Liability Program's budgetary needs, and any other expenses deemed necessary by the Board of Directors.

It is also understood that Liability Program Participants are responsible for their share of all Liability Program expenses, including:

projected losses; margin for contingency; claims adjusting and legal fees, loss control services, general administration, excess or reinsurance premium cost, and costs for any other services as identified by the Board of Directors per authority vested by the SPA Joint Exercise of Powers Agreement and/or Bylaws;

A Program Participant's share of the program costs shall be reflected, as accurately as possible, within its Deposit Premium which is based upon the Liability Program's budgetary needs, prior claims experience, actuarial projections for future years' losses and any other expenses deemed necessary by the Board of Directors. The cost allocation formula may be subject to change by the Board of Directors.

The withdrawal or termination of any Program Participant from the Liability Program shall not terminate the responsibility to continue to contribute to its share of assessment on prior Program Years or other financial obligations incurred by reason of its previous participation.

* * * * *

We acknowledge and agree that this Participation Agreement shall automatically conform to any amendments made to the SPA Joint Exercise of Powers Agreement or Bylaws, which affect the conditions of participation in the Liability Program. Any other amendments to this Participation Agreement shall require a two-thirds vote of the Liability Program Participants.

In recognition of the above, this Participation Agreement is executed on _____, 20 ____.

Program Participant

Signed

Name

Title

ATTEST:

Signed

Name

Title



Item F.6.

CLAIM PAYMENT APPROVAL

ACTION ITEM

ISSUE: Claim payment paid to SPA member(s)

RECOMMENDATION: Approve payment(s) as presented.

FISCAL IMPACT: Payments totaling \$1,810,483 reduce cash balance and outstanding liabilities.

BACKGROUND: The SPA Claims Payment Policy (approved May 24, 2023) and the SPA Property Program Claims Service Instructions (approved October 21, 2024) provide direction for reimbursing members for claim costs, including Board approval and the participation of a Loss Adjustment Service Firm (McLarens) and SPA Property Claims Representative (SPA PCR) and Managing Member financial services (both provided by SIA).

Claim payments have been made to SPA member(s) per reported costs incurred by the member. These were submitted and reviewed by the SPA PCR, including coordination with McLarens. The payments were reviewed according to the due diligence accounting and reconciliation requirements, including review of deductibles and retentions, expenses reported, reimbursements, excess insurance participation, and final payments.

Schedule of payments

Member	Claim	Description	Amount	Notes
NBSIA		Combined CAT 2419	\$600,000	Initial advance
SIG		CAT Snowstorm 2323	\$1,210,483	2 nd advance

ATTACHMENTS: See attached SPA Claim Reconciliation forms for additional details.

SPA CLAIM RECONCILIATION

Member: NBSIA - St. Helena Boys/Girls Club

Claim: SPA 24-3941

Occurrence Date: 2/4/2024

Claim Type: CAT2419 (Multi Member)

Claim Status: Open

Date Prepared: 12/10/24

Member Reconciliation

10/24/24 Partial Proof of Loss \$ 600,000.00

Member Deductible TBD *

Amount due to Member	600,000.00
-----------------------------	-------------------

*** Multi member CAT 2419; member deductible to be allocated proportionately on losses at close of claim.**

Amount of Policy _____

SWORN STATEMENT
in

Policy Number SPA2-23-24

Agency Name Alliant Insurance Services

PARTIAL PROOF OF LOSS

Issued
July 1, 2023

Expires
July 1, 2024

To Schools Program Alliance
of Sacramento, California

By the above indicated policy of insurance you insured North Bay Schools Insurance Authority (NBSIA), including its member, St. Helena Unified School District

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A loss occurred about the hour of _____ o'clock ___ M., on the 4th day of February 20 24.
The cause and origin of said loss were: CAT 2419 – Fallen tree

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Boys & Girls Club – 1325 Adams Street, St. Helena, California

3. Title and Interest: When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon. (State exceptions, if any.) NO EXCEPTIONS

4. Changes: Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.)
NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, _____

6. The Cash Value of said property at the time of loss was \$ Not Determined

7. The Whole Loss and Damage was \$ TO BE DETERMINED

8. The Amount Claimed under the above numbered policy \$ 600,000.00

(Amount Claimed is net applicable deductibles.)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of California

Kim Smith
(Insured Signature)
NBSIA Insured

County of Solano

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (month), _____ (year) by

_____ proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.

_____ (signature of Notary)

SPA CLAIM RECONCILIATION

Member: SIG
Claim: SPA #24-3936; CAT 2323 Snowstorm
Occurrence Date: February 27, 2023
Claim Type: Property damage - Snow-magedden
Claim Status: Open
Date Prepared: 12/10/2024

<u>Member Reconciliation</u>	<u>Prior</u>	<u>Current</u>
12/15/2023 Partial Proof of Loss - calculated gross loss		966,460.00
Member deductible		<u>(250,000.00)</u>
12/15/2023 Partial Proof of Loss		716,460.00
1/18/24 Payment to SIG		(716,460.00)
12/3/24 Partial Proof of Loss		1,210,483.00

Amount due to Member	<u>1,210,483.00</u>
-----------------------------	----------------------------

Excess Carrier Reconciliation

No Activity 0.00

Amount due from Excess Carrier	<u>0.00</u>
---------------------------------------	-------------

Amount of Policy _____

SWORN STATEMENT

Policy Number 38412469/02

in

Agency Name Alliant Insurance Services

PARTIAL PROOF OF LOSS

Issued
July 1, 2022

Expires
July 1, 2023

To Schools Program Alliance
of Sacramento, California

By the above indicated policy of insurance you insured Schools Insurance Group (SIG), including its various members

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A loss occurred about the hour of _____ o'clock ____ M., on the 24th day of February 20 23.
The cause and origin of said loss were: CAT 2323 Snowstorm

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Multiple locations in California.

3. **Title and Interest:** When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon. (State exceptions, if any.) NO EXCEPTIONS

4. **Changes:** Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.)
NO EXCEPTIONS

5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss, _____

6. **The Cash Value** of said property at the time of loss was \$ Not Determined

7. **The Whole Loss and Damage** was \$ TO BE DETERMINED

8. **The Amount Claimed** under the above numbered policy \$ 716,460.00

(Amount Claimed is net applicable \$250,000.00 deductible.)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of California

[Signature]
(Insured Signature)

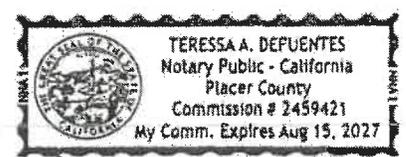
County of Placer

KELLI HANSON Insured

Subscribed and sworn to (or affirmed) before me on this 15th day of December (month), 2023 (year) by

Kelli Hanson proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.
[Signature] (signature of Notary)



SWORN STATEMENT IN PROOF OF LOSS
(Partial/Advance)

POLICY NUMBER	24-3936
AMOUNT OF POLICY AT TIME OF LOSS	OUR FILE NO. GH00052756
DATE ISSUED	COMPANY CLAIM NO. 06/30/2023
	DATE EXPIRES

To the Schools Program Alliance of Sacramento, California. At time of loss, by the above indicated policy of insurance you insured [Schools Insurance Group], against loss by All Risk to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A [Snowstorm / Cat 2323] loss occurred about the hour of on [02/27/2023]. The cause and origin of the said loss were: Weather (snow & wind) damage to multiple sites.
2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: public school.
3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was owner. No other person or persons had any interest therein or incumbrance thereon, except: none.
4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: none.
5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss as per the form.

6.	The Actual Cash Value of said property at the time of the loss was	\$ _____
7.	The Whole Loss and Damage was	\$ _____
8.	Less Amount of Deductible	\$ _____
9.	The Amount Claimed under the above numbered policy is	\$ 1,210,483.00

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:
Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.


SIGNATURE

12/3/24
DATE

Fiscal Year 7/01/2022-06/30/2023
DOI 02/27/23 Sig Snow-maggedon

	Total substantiated	\$ 2,176,943.00
	Deductible	\$ (250,000.00)
	Remaining	\$ 1,926,943.00
	Advanced	\$ (716,460.00)
Retention A		
\$ 250,000.00	Retention A	\$ (250,000.00)
	Retention B	\$ (466,460.00)
Retention B		
\$ 2,000,000.00	Remaining B	\$ 1,533,540.00
	Requested Advance	\$ (1,210,483.00)
	Remaining B	\$ 323,057.00

Item F.7.

**APPLICATION OF DEDUCTIBLE FOR CAT LOSS -
RECOMMENDATION OF DEDUCTIBLE FOR CAT-2419****ACTION ITEM**

ISSUE: Consider application of deductibles for current CAT 2419 and non-wildfire losses.

RECOMMENDATION: Approve application methodology of deductible for multi-member CAT 2419.

FISCAL IMPACT: No impact at the SPA program; deductible impact will be at the member level as single deductible is allocated amongst participating members.

BACKGROUND: Multiple SPA Members are involved in a multi-member CAT loss (MMCAT); CAT 2419 (Feb 2024 storm). The SPA Board has been discussing the application of member deductibles for MMCATs. At the December 9, 2024 SPA meeting, the SPA Program Administrator recommended each member retain responsibility for their individual \$250K deductible, with the SPA risk pool retaining any extra recovery from excess insurance. These recoveries would contribute towards SPA risk pool financial strength.

The Board needs to finalize this decision to facilitate valuation of the 6/30/24 claims liabilities and completion of financial statements.

Considering prior meetings and per the applicable insurance policy and SPA MOC, the following is established with respect to CAT 2419:

- MMCAT losses are consolidated into one claim for excess insurance purposes.
- A combined \$2.5M in loss costs are required before losses are ceded to excess insurance for reimbursement to SPA. (One shared member deductible of \$250K and SPA Retentions A & B totaling \$2.250M).
- Application of the Program Administrator's deductible recommendation could provide as much as \$250K recovery benefit to the SPA risk pool.

Managing Member Recommendation: For MMCATs (non-wildfire), the Board accept the Program Administrator's Dec 9, 2024 recommendation to hold each SPA Member responsible for their individual \$250K deductible; one combined member deductible will be applied for excess insurance erosion per the contract and MOC, with the SPA risk pool retaining extra recoveries.

ATTACHMENTS: See attached.



Item F.8.

LOSS CONTROL FUNDS UPDATE

INFORMATION ITEM

ISSUE: Loss control funds are contributed by each member to fund loss control activities of the member JPAs. Following is a summary reporting of the loss control fund activities of each member.

RECOMMENDATION: Consider information for discussion.

FISCAL IMPACT: No expected fiscal impact.

BACKGROUND: SPA members' Property Program contributions include insurance premium purchase funds, retained layer contributions, as well as member administrative contributions for SIA admin, appraisals and loss control activities. Historic loss control activities have leveraged the purchasing power of our combined JPAs, including the selection of Public School Works and wildfire assessments.

In the Current year RESIG has funded a member grant program to support at-risk tree pruning.

Summary of Historic Loss Control Activity by Member

Table with columns: BSSFP, NBSIA, RESIG, SIA, SIG, Total. Rows include years 2020/21, 2021/22, 2022/23, 2023/24, and 2024/25 - 1st & 2nd Q (full year contributions) with sub-rows for Loss Control Contributions, Loss Control Expenses, and Ending Balance.

* Includes Increased equity related to SIA foregoing Admin Revenue of \$75,000 in FY 2020/21

ATTACHMENTS: None.

Item F.9.**SPA MEETING DATES FY 25/26 (INCLUDING SELECTION OF STRATEGIC PLANNING LOCATION)****ACTION ITEM**

ISSUE: The remainder of the Board Meetings for FY 24/25 have been set on the second Monday of the month. The SPA joint powers agreement calls for an annual meeting to adopt the budget and other administrative activities. Normally this meeting would be held in the period before the annual program renewals (7/1/2024). Members should also consider if these meetings will be held in person or via teleconference. Members should also consider and select a location for the Long-Range Planning Meeting.

RECOMMENDATION: Consider and approve dates and locations for the FY 25/26 meetings.

- Strategic Planning Meeting – August 19-20, 2025, Tiburon, CA
- 10/13/2025 – MONDAY
- 11/10/2025 – MONDAY
- 12/8/2025 – MONDAY
- 1/12/2026 – MONDAY
- 2/9/2026 – MONDAY
- 3/9/2026 – MONDAY
- 4/13/2026 – MONDAY
- 5/11/2026 – MONDAY
- 6/8/2026 – MONDAY

FISCAL IMPACT:

BACKGROUND: Traditionally the SPA Board meets once a month on the second Monday of each month. In 2021 the SPA Board held its annual meeting in Napa during the month of August and in 2022 and 2023 the SPA Board held the meeting in South Lake Tahoe. And in 2024 the Board held its meeting in Tiburon.

ATTACHMENTS: The Lodge at Tiburon Contract August 18-20, 2025



THE LODGE AT
TIBURON

GROUP CONTRACT

DATE: December 30, 2024
CONTACT: Jenna Wirkner
ADDRESS: 1301 Dove Street
 Ste. 200
 Newport Beach, California, 92660

VENUE: The Lodge at Tiburon
CONTACT: Sauline Gulbiniene
ADDRESS: 1651 Tiburon Blvd
 Tiburon, CA 94920

E-MAIL: jenna.wirkner@alliant.com
PHONE: (916) 643-2741
FAX:

E-MAIL: sgulbiniene@lodgeattiburon.com
PHONE: 415.435.5329
FAX: (415) 435-2451

Pursuant to this contract, once accepted Alliant Insurance Services, Inc. ("Group") will hold the Alliant August Offsite at the Lodge at Tiburon ("Hotel").

PROGRAM DATES

Arriving: Monday, August 18, 2025
Departing: Wednesday, August 20, 2025

DATE AVAILABILITY

The Hotel is currently holding the above dates, and the requested room block below on a tentative basis until **Monday, January 13, 2025**, at which time we will need the signed original copy of this Agreement and the required deposit in the amount of **\$7,000.00**. If the signed agreement and the required deposit have not been received by **Monday, January 13, 2025**, the Hotel reserves the right to release these dates for free sale to other groups and individual reservations. In the event the Hotel receives a definite program request over your tentative program dates prior to your option date, the Hotel will contact you for a definite decision to be made within 48 hours (2 working days), at which time we will need to receive the signed original contract and the required initial deposit amount.

MEETING GUEST ROOM BLOCK AND RATES

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

Alliant August Offsite					
		Mon 08/18/2025		Tue 08/19/2025	
	Occupancy	Rooms	Rate	Rooms	Rate
King	S	25	\$269.00	25	\$269.00

Total Agreed Room Nights: 50

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 14.195% and subject to change.

Special Concessions

Reduced \$15 facility fee (includes parking, WIFI, use of bicycles and access to fitness room).

ROOM RESERVATION PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. The Hotel has no obligation to provide room nights beyond those contained in the room block.

ROOMING LIST

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to the hotel **thirty (30) days** prior to your arrival date, **the "cut-off date" Saturday, July 19, 2025 in order to secure reservations.** The list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. Hotel does not confirm reservations to the individual in writing.

At the cut-off date **Saturday, July 19, 2025**, any unreserved rooms will be considered canceled and may be released by the hotel for general sale. The hotel will continue to accept reservations after this date on a space available basis at the published rack rates. Hotel will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by Hotel after the dates of your program if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, Hotel will offer unassigned rooms in your block to other individuals or groups. Group may still request rooms based on availability. Such rooms will be available at Hotel's prevailing rack rates.

INDIVIDUAL ROOM CANCELLATION

If the Hotel receives notice of a room reservation cancellation that is a full or partial reservation cancellation or modification including a room type change to an accommodation type at a lower rate, at least thirty (30) days prior to confirmed arrival, though this shall have no bearing upon the group's total liability pursuant to either the attrition or cancellation clauses herein, the room night(s) and pertaining reservation will be cancelled without being assessed a cancellation fee. If the Hotel receives notice of a room reservation cancellation that is a full or partial reservation cancellation or modification including a room type change to an accommodation type at a lower rate within thirty (30) days prior to the confirmed arrival date, the room night(s) and pertaining reservation will be canceled in full, partially or modified as notified by the individual or group and a cancellation fee will be assessed equal to the room rate or revenue, tax and service fees per night that are canceled. The Hotel will deduct any collected cancellation fees from the amount you may owe as attrition or cancellation damages.

CHECK-IN / CHECK-OUT

Guest accommodation will be available at 4 p.m. on arrival day and reserved until 11 a.m. on departure day. Unannounced extended stays and late checkouts will be charged an additional **\$100.00** to the published rate. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on their day of departure. Should the Hotel allow for a late checkout, it may charge half the rate published for the attendee's room type.

GUEST ROOM CHARGES

ROOM & TAX TO MASTER ACCOUNT

It is our understanding that your guests will sign for room and tax charges only to the master account. In order to be able to access the ancillary services of the hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the anticipated use of the hotel's ancillary services, and we require each guest's home/business address and e-mail address. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

FOOD & BEVERAGE MEETING REQUIREMENTS

Option 2 - meeting space rental charge

The hotel will provide all of the function space you require in accordance with the schedule of events, which is described below, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. The hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and breakdown times, all audio-visual needs, head tables and displays.

Meeting space rental is subject to a 22% service charge and 8.25% sales tax (both subject to change).

Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval.

FOOD AND BEVERAGE MINIMUM

Based on the expected number of attendees, a minimum of **\$1,000** in food and beverage is required. This minimum does not include service charges, tax, labor charges, audio visual, room rental, or any other miscellaneous charges incurred. If banquet revenue falls below this amount, a meeting room rental will be charged in the amount of the difference between the scheduled revenue and the actual revenue.

SCHEDULE OF EVENTS

<u>Date</u>	<u>Start Time</u>	<u>End Time</u>	<u>Event Name</u>	<u>Function Room</u>	<u>Event Setup</u>	<u>AGR</u>	<u>Rental</u>
Tue, 8/19/25	8:00 AM	5:00 PM	General Session/Congress	Main Sail Ballroom	U Shape	25	\$1,000
Wed, 8/20/25	8:00 AM	5:00 PM	General Session/Congress	Main Sail Ballroom	U Shape	25	\$1,000

ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities, and services are removed from our inventory and considered sold to you, and the hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the hotel to establish its loss prospectively, shall be due as liquidated damages. Because the hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and

beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the hotel for all of its losses associated with cancellation and/or attrition.

ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES

At this time, the hotel is holding **50 room nights** for your use over the contracted dates, will generate total revenues of **\$13,450**. Planned banquet food and beverage revenue is [**tbd**]. These figures shall be referred to herein as the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures." All food and beverage is subject to a 25% service charge and 8.25% sales tax (both subject to change). All revenue figures are net and not inclusive of taxes, service charges, hotel service fees or commissions. PLEASE NOTE: Meeting room rental fees are not included in the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures."

ATTRITION

The hotel is relying on, and Group agrees to provide, a minimum of 40 guest room nights. Should the Group fall below this amount, the Group will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the single guest room rate multiplied by 80% (guest room minimum minus guest rooms actualized multiplied by single group room rate multiplied by 80%), plus any applicable taxes.

For any day that the hotel achieves 100% occupancy during the official event dates, the Group will receive credit for the full achievement of the contracted block for that day. In such a case, the Group's total pick-up will be calculated by adding the difference between contracted and actual room nights for sold-out nights to the Group's total pick-up.

The Hotel and Group intend to liquidate the damages in the event that the Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Hotel agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event that such a minimum is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

CANCELLATION

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of **ninety percent (90%)** of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of **eighty percent (80%)** of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of **seventy percent (70%)** of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of **fifty percent (50%)** of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

The following items shall be charged to the Master Account:

<input type="checkbox"/> Sleeping rooms	<input type="checkbox"/> Hotel taxes	<input type="checkbox"/> Guest incidentals
<input type="checkbox"/> Meeting space rental charges	<input type="checkbox"/> Banquet food and beverage charges	<input type="checkbox"/> Attrition charges
<input type="checkbox"/> Cancellation charges		

Any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. A handling fee in the amount of twenty percent (20%) of all third-party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

All bookings shall be paid by credit card, cash, cashier’s check or company authorized check. All bookings require a credit card guarantee regardless of final payment type. Cash bookings require that 50% of the estimated balance of all charges be paid no later than forty-five (45) days prior to the arrival date. Full payment will be required fourteen (14) days prior to arrival in the form of cash or certified cashier’s check. Company authorized checks require the estimated balance of all charges be paid to the Hotel no later than fourteen (14) days prior to the arrival date. No personal checks will be accepted. For cash and check bookings, a credit card authorization is required as a guarantee against additional charges during the event.

If you prefer, all master account charges can be paid by credit card. The Hotel currently accepts **American Express, Discover Card, Master Card or Visa**. If you prefer to pay the master account by credit card, we request that you provide us with your credit card information forty-five (45) days prior to the event by completing and submitting the attached credit card authorization form. Upon departure you agree that we may charge all undisputed master account charges to the credit card immediately. In the event any charges are disputed, the remainder will be charged upon resolution. Any undisputed master account charges not paid by credit card immediately upon departure will be subject to a 3.5% service charge.

Individual guest accounts are payable at checkout by cash or credit card.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your master account in the form of credits.

Charge Type	Date	Amount
	Balance Due	\$7,000.00

These deposits shall be due in addition to the amount of any required pre-payment for estimated guestroom’s attrition, as noted herein.

Please make your deposit payments by check payable to The Hotel and mail to: 1651 Tiburon Blvd., Tiburon, CA 94920, Attention: Accounts Payable.

OUTSIDE CONTRACTORS

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals, and groups hired by or on behalf of Group shall be subject to prior approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Hotel harmless from any and all damages or liabilities, which may arise by such Contractors or through their use.

INSURANCE AND INDEMNIFICATION

Hotel and each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. The group's insurance policy shall name Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. The group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the Group's or its members', agents', employees', or Exhibitors' negligence. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

HOTEL POLICIES

Logo: The Group shall not use the name, trademark or logo or any other proprietary designation of the hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by the Hotel for such use.

Utilities: All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Convention Services Department.

Audio Visual: The Hotel offers a wide range of audio-visual equipment and services. Should your Group prefer to use their own audio-visual equipment and require assistance with setup, a fee of \$50 per hour, per laborer will apply.

Signage: Signs and banners are not allowed in the hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. No duct tape, pins, nails and décor such as glitter, rice, birdseed or confetti are permitted. A \$500.00 cleaning fee will be charged to Group if restrictions are not adhered to.

Extraordinary Setup Fees: The Hotel reserves the right to charge a fee of \$50.00 per hour, per laborer for set-up of rooms with extraordinary requirements. Any changes requested after the meeting room has been set in accordance with the Banquet Event Orders will be subject to a labor fee of \$50.00 per hour, per laborer.

Packages: Arrangements for delivery of packages should be made through the Conference Services Manager. All packages must be prepaid prior to being sent to the hotel. All incoming shipments will incur a \$3.00 per box handling fee. Packages that arrive more than 3 days prior to the event will be charged a \$10.00 per day storage fee. All outgoing shipments will incur a \$4.00 per box handling fee plus applicable shipping costs.

AUTHORITY

The persons signing the agreement on behalf of Hotel and the Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Tiburon, CA, and shall be governed by and construed in accordance with California law. By executing this agreement, the Group consents to the exercise of personal jurisdiction over it by the courts of the State of California. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation that varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior consent of Hotel. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of California, and only in Marin County. No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the group or any of the group's guests.

It is agreed that all on-site food and beverage arrangements will be made through the Hotel. Licensing restrictions require that only food and beverage purchased by the Hotel be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state or provincially mandated age limit are present at the function and attempt to receive service of

alcoholic beverages. In addition, the Hotel may request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if either the person is under age or proper identification cannot be produced, and refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears to be intoxicated.

AMERICANS WITH DISABILITIES ACT (ADA)

The Hotel is in compliance with all applicable provisions with the Americans with Disabilities Act (ADA). The Hotel's guest rooms, common areas, and transportation services will be in compliance with the public accommodation requirements of the ADA. Group agrees that prior to thirty (30) days in advance of arrival, it will furnish to hotel a list of any auxiliary aids needed. Should such auxiliary aids be required, group shall pay all charges associated with the acquisition, rental or provision of such aids.

SECURITY

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your program, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval.

DAMAGES TO HOTEL

The Group shall be responsible for all liabilities, losses, claims, demands, damages, costs and expenses, including (without limitation) property damage and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel or other guest or invitee of the Hotel and arising as a direct or indirect result of the attendance at the program or the use of services and facilities of the Hotel by the Group or their employees or any invitee of or outside contractor hired or engaged by the Group.

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by the representatives of the hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

**Authorized Alliant Insurance Services, Inc.
representative:**

Authorized representatives of The Lodge at Tiburon

Jenna Wirkner

Date

Sauline Gulbiniene

Date



THE LODGE AT
TIBURON

Jenna Wirkner
Alliant Insurance Services, Inc.
1301 Dove Street
Ste. 200
Newport Beach, California 92660

RE: Alliant August Offsite's Initial Deposit

Dear Jenna Wirkner,

This is an invoice stating that your initial deposit is due as listed on the following deposit schedule:

Charge Type	Date	Amount
	Balance Due	\$7,000.00

Invoice Number:

Please make your deposit payments by check payable to The Lodge at Tiburon and mail to:

1651 Tiburon Blvd.
Tiburon, CA 94920
Attention: Accounts Payable

If you would prefer to pay your initial deposit via credit card, please complete the enclosed credit card authorization form and return with your signed contract.



CONFIDENTIAL CREDIT CARD AUTHORIZATION

Please complete the following by indicating the specific charges you wish to pay for. Only those charges will be authorized for payment on your credit card. When the form is complete, please fax or email this form to the hotel. In an effort to comply with payment card industry standards, we are only asking for the last four digits of your credit card number. Please provide the entire number verbally to the hotel.

Company Name: Alliant Insurance Services, Inc.
Function Name: Alliant August Offsite
Arrival Date: Monday, August 18, 2025
Departure Date: Wednesday, August 20, 2025

I hereby authorize the hotel to charge the payment card below for the following (please initial all that apply):

1. Payment for charged incurred by the group noted above for the following (check all that apply):

- All Charges
- Catering
- Restaurant
- Guarantee Only
- Meeting Room
- Telephone
- Audio Visual
- Advance Deposit: _____
- Guest Room & Tax
- Other (Please Specify) _____

2. Payment for the following individuals:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____

For the following charges (check all that apply):

- All Charges
- Guest Room & Tax Only
- Guest Incidental Charges
- Restaurant
- Other (please specify): _____

Payment Card Information:

Payment card number: _____ Expiration Date: _____
Name as Shown on Card: _____
Card Holder's Billing Address: _____
(including city, state & zip) _____
Card Holder's Phone Number: _____
Card Holder's Signature: _____ Date: _____

Item H.1.**PROPERTY PROGRAM****2025 PROPERTY (AND APD) RENEWAL UPDATE****INFORMATION ITEM**

ISSUE: We will discuss initial renewal topics and data request for the 2025 Property, APD, and Deadly Weapons renewal process, including the draft timeline.

RECOMMENDATION: No action required.

FISCAL IMPACT: None.

BACKGROUND: We review renewal topics with the SPA Board prior to the data collection process each year. This discussion is meant to share market and program knowledge since the last SPA renewal at 7/1/24 and current market news, as well as discussing known SPA program topics expected to impact the upcoming renewal.

Timely collection of the data will assist in a timely review, evaluation, reconciliation and release of the data to the markets to begin the marketing process, as well as the additional analytics work (modeling, etc.).

ATTACHMENTS: None.

Item H.3.**PROPERTY PROGRAM****PROPERTY APPRAISAL UPDATE AND SCHEDULE****ACTION ITEM**

ISSUE: The first round of property appraisals are almost complete. The schedule is set to start again in 2025 with BSSP, and we should know their status by the time the appraisals would begin, after July 1, especially if members decide to conduct an RFP.

RECOMMENDATION: Review and discuss plans for the next round of appraisals and provide direction or take action to conduct an RFP.

FISCAL IMPACT: To be determined. SPA members budget for appraisals as part of their annual funding. Additional funding may be required based on revised proposal.

BACKGROUND: SPA members have committed to conducting property appraisals every five years and include a percentage of the estimated costs in their annual funding.

ATTACHMENTS: Appraisal Budget Balances – see financials