



1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833
(800) 541-4591 Fax (916) 244-1199
<https://www.planjpa.org/>

**EXECUTIVE COMMITTEE MEETING
AGENDA**

**Thursday, August 1, 2024
10:00 a.m.**

Zoom

Please contact Katie Sullivan for videoconference information.

All or portions of this meeting will be conducted by teleconferencing in accordance with Government Code Section 54953(b). Teleconference locations are as follows: Sedgwick, 1750 Creekside Oak Drive, Suite 200, Sacramento, CA 95833; Town of Atherton; 91 Ashfield Road, Atherton, CA 94027; City of Burlingame, 501 Primrose Rd, Burlingame, CA 94010; Town of Colma, 1198 El Camino Real, Colma, CA 94014; City of Half Moon Bay, 501 Main Street, Half Moon Bay, CA 94022; Town of Los Gatos, 110 East Main St., Los Gatos, CA 95030; City of Morgan Hill, 17575 Peak Ave, Morgan Hill, CA 95037; City of Pacifica, 170 Santa Maria Avenue, Pacifica, CA 94044; City of San Carlos, 600 Elm St, San Carlos, CA 94070; and Town of Woodside, 2955 Woodside Road, Woodside, CA 94062.

Each location is accessible to the public, and members of the public may address the Executive Committee from any teleconference location.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation to participate in this meeting, please contact Katie Sullivan at katie.sullivan@sedgwick.com (916) 244-1164 or (916) 244-1199 (fax). Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Documents and materials relating to an open session agenda item that are provided to the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) Executive Committee less than 72 hours prior to a regular meeting will be available for public inspection at 1750 Creekside Oaks Dr., Suite 200, Sacramento, CA 95833.

- Page**
- 1. CALL TO ORDER**
 - 2. INTRODUCTIONS**
 - 3. APPROVAL OF AGENDA AS POSTED (OR AMENDED)**

- Page** **4. PUBLIC COMMENTS** - The Public may submit any questions in advance of the meeting by contacting Katie Sullivan at: katie.sullivan@sedgwick.com. This time is reserved for members of the public to address the Committee relative to matters of the Executive Committee not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to five minutes per person and twenty minutes in total.
- 5. ADMINISTRATION MATTERS**
- 3** *A. Consideration of Location for the PLAN JPA Annual Workshop
 Recommendation: Staff recommends the Executive Committee approve the agreement with the Toll House Hotel for the 2024 Annual Board Meeting and Workshop.
- 12** B. Staffing Update
 Recommendation: None.
- 14** C. Update on Third-Party Administration Request for Proposal
 Recommendation: Staff makes no recommendation on this item as there is a financial interest in the outcome.
- 15** D. Update on Financial Auditor and Actuarial Services Request for Proposals
 Recommendation: Staff recommends the Executive Committee provide direction.
- 6. CLOSED SESSION**
- A. Pursuant to Government Code Section 54956.95(a), the Committee will hold a closed session to discuss the following claims:
- Anil Kumar Bhatnagar v. City of Milpitas
 - Beverly Payton v. City of San Bruno
 - Sandra Slosberg v. City of San Carlos
 - Loral Wright v. Town of Tiburon
- B. Pursuant to Government Code Section 54957.1, the Committee will report in open session any reportable action taken in closed session.
- 7. CLOSING COMMENTS**
This time is reserved for comments by Executive Committee members and/or staff and to identify matters for future Executive Committee business.
- A. Executive Committee
 B. Staff
- 8. ADJOURNMENT**

August 1, 2024

Agenda Item 5.A

ADMINISTRATION MATTERS

SUBJECT: Consideration of Location for the PLAN JPA Annual Workshop

BACKGROUND AND HISTORY:

At the June 2023 Board of Directors meeting, the Board approved to schedule the first Annual Board of Directors Meeting and Workshop for PLAN JPA for December 2023. Following the Annual Workshop, PLAN members expressed immense satisfaction with the event and directed staff to continue to schedule this annual meeting.

In August 2023, the Executive Committee selected the Toll House Hotel in Los Gatos, CA, to hold the Annual Workshop. Upon great feedback from the membership, staff reached out to the Toll House Hotel regarding availability for this year's Workshop. The Hotel responded indicating the dates were available.

The Toll House Hotel provided an agreement for this year containing details similar to last year's event.

STAFF RECOMMENDATION:

Staff recommends the Executive Committee approve the agreement with the Toll House Hotel for the 2024 Annual Board Meeting and Workshop.

REFERENCE MATERIALS ATTACHED:

- Toll House Hotel Agreement



TOLL HOUSE

July 1, 2024

John Burdett
Pooling Administrative Assistant
Sedgwick
Sacramento, CA.

Dear Mr. Burdett,

Thank you for selecting the Toll House Hotel for your Sedgwick PLAN JPA Conference.

Enclosed please find a copy of your group agreement arrival Tuesday, December 3, 2024 and departing Thursday, December 5, 2024. Please indicate your acceptance and approval of the terms of this agreement by signing the enclosed copy and returning it to me by Tuesday, August 1, 2024.

If I can be of further assistance, please contact me on my direct line, or via email at cshaughnessy@tollhousehotel.com.

On behalf of all of us at Toll House; we look forward to welcoming you and your guest; and providing an enjoyable stay.

Sincerely,

Charlene

Charlene Shaughnessy
Director of Sales



TOLL HOUSE

Company Name:	Sedgwick
Event Name:	Sedgwick PLAN JPA
Contact Name:	John Burdett
E-Mail Address:	John.burdette@sedgwick.com
Hotel Contact:	Charlene Shaughnessy
Title of Contact:	Director of Sales
Address:	140 South Santa Cruz Avenue
	Los Gatos, CA 95030
Fax Number:	(408) 395-3730
E-Mail Address:	cshaughnessy@tollhousehotel.com

The Sedgwick PLAN JPA and Toll House Hotel, hereafter known as the "Group" and the "Hotel" respectively, have agreed to the accommodations and functions to be held at the Toll House Hotel. The Hotel will provide rooms and function space and have agreed services for the Group in the manner and to the terms described within.

Group Room Accommodations and Room Rates:

	Tue 12/03/2024		Wed 12/04/2024	
	Rooms	Rate	Rooms	Rate
Exc King	12	\$229.00	24	\$229.00
Studio Suite	1	\$229.00	1	\$229.00
Full Suite	1	\$229.00	1	\$229.00

Total Agreed Room Nights: 40

All guest room rates are subject to a nightly destination fee of \$25 and the current tax of 12.20% plus any additional taxes that may be owed at the time the rooms are occupied, and any Hotel services fees that may apply. Taxes are subject to change.

Reservation Method:

It is understood a rooming list that includes guests' names, arrival and departure dates and designate any upgrades then provide this to the hotel on or before November 2, 2024.

Guestroom Billing Arrangements:

We understand that guest room fees will be applied to the master account and incidental charges will be paid by individual guests.

Guest Room Attrition:

This contract is based upon occupancy of 40 total room nights over the dates of Tuesday, December 3, 2024 and departing, Thursday, December, 2024. This number may be reduced by 10% without damages owed to the Hotel. Any reduction greater

than 10% will result in a charge to you based on the difference between room nights, less 10%, and actual consumed room nights multiplied by the average rate of \$239.00. The parties agree that these sums are not a penalty and represent liquidated damages.

Catering Billing Arrangements:

It is our understanding that all food, beverage, set up fees and room rental charges will be paid via wire transfer 30 days prior to arrival. Any overages will be charged at the completion of the event.

Meeting & Function Space:

The following represents an outline of your meeting and function needs:

<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>
Wed, 12/04/24	7:30 AM	5:00 PM	Registration	Foyer			
Wed, 12/04/24	10:00 AM	10:15 AM	Break AM	Foyer			
Wed, 12/04/24	10:00 AM	12:00 PM	Strategic Planning Session 1	Summit Ballroom	U Shape	35	\$900
Wed, 12/04/24	12:00 PM	12:45 PM	Lunch	Sundeck	Round Tables of 8	35	\$300
Wed, 12/04/24	1:00 PM	2:30 PM	Strategic Planning Session 2	Summit Ballroom	U Shape	35	
Wed, 12/04/24	3:00 PM	3:15 PM	Break PM	Foyer			
Wed, 12/04/24	3:00 PM	4:30 PM	Strategic Planning Session 3	Summit Ballroom	U Shape	35	
Wed, 12/04/24	5:30 PM	6:30 PM	Reception Drinks	Courtyard	Reception	30	\$300
Wed, 12/04/24	5:30 PM	6:30 PM	Reception Stations	Courtyard	Reception		
Wed, 12/04/24	6:30 PM	8:30 PM	Dinner	Courtyard	Round Tables of 8	30	
Thu, 12/05/24	6:00 AM	2:00 PM	Linen Refresh Garbage Out	TBA			
Thu, 12/05/24	8:00 AM	9:00 AM	Breakfast	Foyer		30	
Thu, 12/05/24	9:30 AM	1:00 PM	Board of Directors Meeting	Summit Ballroom	U Shape	35	\$1,200
Thu, 12/05/24	10:00 AM	10:15 AM	Break AM	Foyer			
Thu, 12/05/24	12:00 PM	1:00 PM	Box Lunch	Summit Ballroom	U Shape	35	

Outlined below is the food and beverage minimum (not including tax and service charges) set for the entire program. If the minimum is not met, you agree that the balance will be assessed as room rental. All food and beverage, audio visual and rental are subject to a 25% service fee and current state and local sales tax:

Food & Beverage Minimum	\$6,480
-------------------------	---------

It has been determined that room rental charges for the entire program total \$2,700.00, based on the square footage referenced above.

Room Rental fee is subject to current state, local sales tax and 25% service fee if food and/or beverage are requested.

If the final charges for food and beverage fall short of the minimum guarantee, the balance of the deposit will be retained by the Hotel as room rental.

It is our understanding that you have made the above arrangements at the Hotel for meeting and/or banquet facilities. The details and terms of any such arrangement may be contained in a separate Banquet Event Order, the terms and conditions of which are incorporated herein by reference.

The Hotel will make every effort to provide the Group with the meeting space and/or function space to accommodate the number of persons noted above; however, the Hotel reserves the right to make changes if necessary. In the event of change, the Group will be advised and an alternative will be provided.

Any changes in the set-up of the meeting/event space within 24 hours of the event will be subject to a re-set fee of \$150.00.

Please copy the hotel sales department on any collateral material, registration packets, programs, etc. for our review and distribution to our staff. Use of our Hotel logo and image must be approved in advance by the Hotel.

Catering menu prices will be confirmed within three months of the scheduled program. Any menus received at the time of contracting space will be subject to change. The menu selection and estimated attendance is due to the Hotel a minimum of two (2) weeks prior to the function. Final guarantee of exact entrée counts are required seven (7) business days prior to the function. Should exact entrée counts not be provided, your estimated attendance will serve as your final guarantee and the entrée count will be divided 50/50 for two selections.

Audio Visual:

All audio visual requirements are to be made through our sales and catering department. All audio visual are subject to a 25% service fee and current sales tax.

Concessions:

- 50% off Audio Visual
- 1 Suite upgrade at the group rate
- 1 Studio Suite upgrade at the group rate
- Executive King with balcony upgrades for the entire group
- Wifi
- Parking
- Electric Vehicle Charging Station
- Fitness Center with Peloton bikes
- Use of Bicycles
- Welcome Glass of Wine upon arrival
- Cookies and Infused Water available in the Lobby after 3:00 pm
- Coffee, Tea, pastry and whole fruit in the lobby each morning
- Mini refrigerator in each guest room
- Bottled Water in each Guest Room

Guarantee Policy:

The hotel is relying upon the Group’s use of the above stated banquet and meeting rooms; therefore, the meeting room rental for the Group is determined by the overall revenue generated by your group. Should the above banquet or meeting room requirements change, the negotiated room rental and/or set-up fee will no longer be applicable and will be subject to renegotiations.

Hotel and Banquet Room Maintenance:

Materials, posters, signs or literature may not be affixed to any meeting room or guest room wall or corridor without written permission from the hotel management prior to the event. Any damages to walls, floors, hotel equipment or furniture are the responsibility of the client company and will be charged accordingly.

Outside Food and Beverage:

The Hotel is licensed to provide Food and Beverage to the public under California Health and Federal regulations. In compliance with these regulations we do not allow Food and/or Beverage to be brought into the Hotel from outside sources. This includes the Hotel public facilities including restaurant, lobby area, courtyard, banquet and meeting facilities. If Food and/or Beverage are brought into any of these facilities the Hotel will charge an automatic \$150 fee. The Hotel will not allow Food and/or Beverage from outside sources to be served in any of our licensed facilities.

Packages:

When shipping packages to the Hotel, we will store them for a period of 3 days prior to and 3 days after a function. Packages that remain unclaimed after such time will be returned to sender. It is the sole responsibility of the Group to ascertain that their packages have arrived. The Hotel accepts no liability for lost, stolen, or damaged goods. All packages must be addressed as follows:

Attn Guest: [Guest Name]
Sedgwick PLAN JPA
Toll House Hotel
140 S. Santa Cruz Ave.
Los Gatos, CA 95030

Acceptance and storage of packages is complimentary, up to 2 items per group. A \$3.50 per box handling fee will apply to all shipments containing more than 2 items.

Packages must be claimed at the guest service desk. No meeting packages will be put in the meeting room prior to the event unless they are claimed. The Hotel assumes no liability for packages shipped but not received. Costs incurred for shipping remain the responsibility of the shipper. Storage and handling charges will apply should the stored time be excessive.

Deposit:

Below is the deposit schedule for your program:

Charge Type	Date	Amount
	August 15, 2024	\$9,000.00
	November 15, 2024	Estimated balance due

Billing Arrangements:

The hotel understands meeting related charges, guest rooms and associated fees will be paid via Wire Transfer. Incidentals will be paid for by individual guests. All bookings require a credit card guarantee regardless of final payment type.

If paid via wire transfer there will be a \$10 processing fee. If paid via credit card there is a 3% processing fee.

Cancellation Policy of Entire Contract:

It is provided that this agreement may be terminated for anyone or more of the above reasons by written notice only from one party to the other.

In the event you cancel this contract, the Hotel will necessarily incur damages including having to turn away other guest room reservations for the Hotel. The parties acknowledge that the Hotel's actual damages would be difficult to estimate accurately. Accordingly, you agree that the formula listed below represents a reasonable effort on behalf of the Hotel to establish its loss prospective and that it shall represent liquidated damages.

Cancellation 0-30 days	90% of Total Estimated Revenue \$15,500.00
Cancellation 1-6 months	75% of Total Estimated Revenue \$11,590.00

If cancellation occurs, an invoice will be sent to you at the time of cancellation for one-half of the damages due. The remainder will be due following the time the Group was due to arrive at the Hotel.

These payments may be subject to the applicable taxes. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages. The above cancellation option does not apply if Group seeks cancellation for the sole purpose of holding its event at another hotel, which will be considered a breach of this Agreement, and in that instance, Group will owe and Hotel shall be entitled to recover 100% of contracted revenue.

Force Majeure:

No damages shall be due for a failure of performance by either party occurring due to Acts of God, war, government regulation, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. In addition, Hotel shall not be liable for any utility disruptions.

Security:

Your organization acknowledges that the Hotel cannot be responsible for the safekeeping of equipment, supplies, written material or other valuable items left in the function rooms. Accordingly, you acknowledge that it will be your responsibility to provide security of any such aforementioned items and hereby assume the responsibility for loss thereof.

Indemnity:

Group agrees to indemnify, defend, and hold harmless the Hotel, (collectively "Hotel Parties") and their respective officers, owners, agents, employees, affiliates, parents, insurers, predecessors, successors, or assigns from and against all loss, claims, demands, causes of action, injury, death, illness, liabilities, expenses, including reasonable attorney's fees and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of this Agreement by Group; or (b) any omission or act taken or committed by Group or any of its employees, agents, vendors, contractors, subcontractors, exhibitors, guests, or attendees. Hotel shall have the right to employ its own counsel and to assume its own defense in connection with this indemnification, but the reasonable fees and expenses of such counsel shall be borne by you and shall be paid when due.

Terms and Conditions:

1. Check-in Time is 3:00 PM.
2. Check-out Time is 12:00 Noon.
3. If the guest is responsible for any portion of their stay, a valid credit card will be required upon check-in, which will be authorized for the estimated expenses incurred by the guest based on their length of stay.
4. All room rates are subject to prevailing state, local and occupancy taxes of 12.20% and any applicable resort fee. All taxes and fees are subject to change.
5. This contract constitutes the entire understanding between the parties and supersedes any previous communications, representations or agreements, whether written or oral.
6. The parties agree that venue and jurisdiction regarding any matter related to this contract shall be where the Hotel is located, and the laws of the state where the Hotel is located shall govern.
7. If the Hotel is required to pursue Group to collect the sums owed pursuant to this contract, the Hotel shall be entitled to recover its reasonable attorneys' fees and court costs.

Acceptance:

The undersigned are authorized to agree to the above terms and conditions as outlined, and commit to making this agreement definite and binding. Please indicate your acceptance and approval of the terms of this contract by signing the enclosed copy and returning it to me by Thursday, August 1, 2024. Should we not receive your signed contract by this date, all facilities being held tentatively may be canceled by the Hotel in its sole discretion and without notice to you.

First Option Basis:

These arrangements are being held on a first option basis until Thursday, August 1, 2024. However, should another organization request the dates and be in a position to confirm immediately, the Patron will be advised and given 48 hours (2 working days), to confirm on a definite basis or alternate dates can be researched and held for use.

Please note that it is the responsibility of the Patron to notify Toll House Hotel if an extension to your option is required. If written confirmation is not received by Thursday, August 1, 2024, the hold may be automatically released.

Group: Sedgwick

Signed Agreement received and accepted by Hotel:

Name: Charlene Shaughnessy; Director of Sales

August 1, 2024

Agenda Item 5.B

ADMINISTRATION MATTERS

SUBJECT: Staffing Update

BACKGROUND AND HISTORY:

John Burdette

In January 2023, John Burdette, Administrative Assistant, joined Sedgwick as an intern working closely with Katie Sullivan, PLAN JPA Assistant General Manager. Mr. Burdette quickly excelled within his position and was offered full-time employment in June of 2023. Additionally, he was placed on another Sedgwick managed pool, Bay Cities Joint Powers Insurance Authority (BCJPIA).

In April 2024, Mr. Burdette was promoted to Analyst within Sedgwick, thus taking on a much larger role with BCJPIA. As such, Mr. Burdette has been slowly transitioning off PLAN JPA to allow him the ability to focus on the needs of his other pool.

Katie Sullivan

Ms. Sullivan has been the Analyst on PLAN JPA since its inception in December 2017 and the Assistant General Manager since October 2019. In May of 2023, Ms. Sullivan relocated to Texas and unfortunately, will no longer be able to work remotely with Sedgwick. Sedgwick has been gracious to give PLAN as much time with Ms. Sullivan as she transitions out of her role since she has been such an integral part of the program from the beginning. Ms. Sullivan's last day will be December 31, 2024.

Kassandra Batista

In light of Ms. Sullivan's departure, Kassandra Batista, Analyst, has been assigned to fill the analyst vacancy left by Ms. Sullivan. Ms. Batista comes to Sedgwick with experience having previously worked for the State of California in various capacities. She joined Sedgwick at the end of June 2024, and has been working closely with Ms. Sullivan.

Both Ms. Sullivan and Ms. Batista will be present in December at the Annual Board Meeting and Workshop.

Bill Taylor

Bill Taylor has served as PLAN's Risk Control Manager since early 2022. Mr. Taylor has been a pillar of the risk control community while setting the example for others to follow. Effective September 6, 2024, Mr. Taylor will be stepping into retirement. Staff is working with Sedgwick Loss Control to identify the best route forward.

August 1, 2024

Agenda Item 5.B
Page 2

Finance Department

The Finance team led by PLAN's Finance Manager, Min Su, will be adding in a senior finance manager to assist in servicing PLAN. Joe Roy, Sedgwick, has joined the team and may be seen or heard from regarding financial matters as they relate to PLAN.

STAFF RECOMMENDATION:

None.

REFERENCE MATERIALS ATTACHED:

None

August 1, 2024

Agenda Item 5.C

ADMINISTRATION MATTERS

SUBJECT: Update on Third-Party Administration Request for Proposal

BACKGROUND AND HISTORY:

The Ad-Hoc Committee selected to oversee the Third-Party Administration (TPA) Request for Proposal (RFP) has reviewed the submissions received. In addition, the committee is preparing to interview each of the proposers on August 22, 2024.

With respect to the timeline in the Request for Proposals, the process is on track for a January 1, 2025, start date for the selected service provider to begin adjusting all new claims and managing current files.

An update of upcoming progress will be provided to the Executive Committee.

STAFF RECOMMENDATION:

Staff makes no recommendation on this item as there is a financial interest in the outcome.

REFERENCE MATERIALS ATTACHED:

None

August 1, 2024

Agenda Item 5.D

ADMINISTRATION MATTERS

SUBJECT: Update on Financial Auditor and Actuarial Services Request for Proposals

BACKGROUND AND HISTORY:

At the June 2024 Board of Directors meeting, staff presented an amendment to the agreement for financial auditing services. James Marta & Company requested to drastically raise their fees for the current 2023/24 Program Year, as well future program years. The Board elected to decline the request and not renew the agreement with James Marta.

The Board of Directors was also presented an amendment to the contract for actuarial services provided by Bickmore Actuarial. The Board approved a one-year extension and provided direction to enter the RFP process.

Staff is requesting the Executive Committee confirm the direction to issue a Request for Proposal (RFP) for both financial auditing services and actuarial services. Staff is also requesting the Committee provide direction regarding a desired timeline.

STAFF RECOMMENDATION:

Staff recommends the Executive Committee provide direction.

REFERENCE MATERIALS ATTACHED:

None