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(800) 541-4591 Fax (916) 244-1199
<https://www.planjpa.org/>

**RISK MANAGEMENT COMMITTEE MEETING
AGENDA**

**Thursday, April 10, 2025
10:00 a.m.**

[Zoom](#)

Please Contact Kassandra Batista 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; City of Atherton, 91 Ashfield Rd, Atherton, CA 94027; City of Half Moon Bay, 501 Main St Half Moon Bay, CA 94022; City of Pacifica, 170 Santa Maria Ave, Pacifica, CA 94044; Town of Portola Valley, 765 Portola Rd, Portola Valley, CA 94028; and Town of Tiburon, 1505 Tiburon Blvd Tiburon, CA 94920.

Each location is accessible to the public, and members of the public may address the Risk Management 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 Kassandra Batista at kassandra.batista@sedgwick.com (916) 244-1103 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) Risk Management 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.

| | | |
|--------------------|---|----------|
| <u>Page</u> | 1. CALL TO ORDER | A |
| | 2. INTRODUCTIONS | A |
| | 3. APPROVAL OF AGENDA AS POSTED (OR AMENDED) | A |
| | 4. PUBLIC COMMENTS - This time is reserved for members of the public to address the Committee relative to matters of the PLAN JPA 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. | |

| | | | |
|-------------|------------|---|----------|
| Page | 5. | CONSENT CALENDAR | |
| | | If a Committee member would like to discuss any item listed, it may be pulled from the Consent Calendar. | |
| 5 | | *A. Minutes from the October 10, 2024, Risk Management Committee Meeting | A |
| 10 | | *B. Update on the 2024/25 Risk Control Plan <i>Recommendation: Staff recommends the Risk Management Committee approve the Consent Calendar.</i> | A |
| | 6.. | ADMINISTRATIVE MATTERS | |
| 13 | | *A. Risk Control Contract Renewal <i>Recommendation: Staff recommends the Risk Management Committee approve the Risk Control Contract Renewal.</i> | A |
| | 7. | RISK CONTROL MATTERS | |
| 26 | | A. Discussion on Focused Assessment Topics for 2025/26 <i>Recommendation: Staff recommends the Risk Management Committee approve the focused topics listed in this report for 2025/26 as proposed, and direct Staff to submit the proposal to the Executive Committee.</i> | A |
| 27 | | B. Consideration of the 2025/26 Risk Control Plan and Update to the Risk Management Grant Fund Program <i>Recommendation: Staff recommends the Risk Management Committee recommend approval of the proposed 2025/26 Risk Control Service Plan Update to the Board of Directors at their meeting in June 2025.</i> | A |
| 30 | | *C. Consideration of Fixed Pricing Agreement with DataWorks Right of Way Assessment Management and Condition Assessment <i>Recommendation: Staff recommends the Risk Management Committee direct Staff to present the proposed fixed price agreement to the Executive Committee for approval and presentation to the Board at their June 2025 meeting.</i> | A |
| 37 | | *D. 2025 Sewer and Stormwater Summit Proposal <i>Recommendation: Staff recommends the Risk Management Committee approve PLAN JPA sponsorship of the 2025 Sewer & Stormwater Summit as proposed and direct Staff to submit the proposal to the Executive Committee.</i> | A |
| | 8. | CLOSING COMMENTS | |
| | | This time is reserved for comments by Risk Management Committee members and/or Staff and to identify matters for future Risk Management Committee business. | |
| | | A. Risk Management Committee | |
| | | B. Staff | |
| | 9. | ADJOURNMENT | |

* Reference materials attached with Staff report.

A = Action I = Information

NOTICES:

- The next PLAN JPA Executive Committee meeting will be held on April 24, 2025, at 10:00 a.m. via Zoom videoconference.
- The next PLAN JPA Board of Directors meeting will be held on June 26, 2025, at 10:00 a.m. via Zoom videoconference.

CONSENT CALENDAR

SUBJECT: Consent Calendar

BACKGROUND AND HISTORY:

The Consent Calendar consists of items that require approval or acceptance but are self-explanatory and require no discussion. If a Committee member would like to discuss any item listed, it may be pulled from the Consent Calendar.

RECOMMENDATION:

Staff recommends the Risk Management Committee approve the Consent Calendar.

REFERENCE MATERIALS ATTACHED:

- A. Minutes from the October 10, 2024, Risk Management Committee Meeting
- B. Update on the 2024/25 Risk Control Plan

**POOLED LIABILITY ASSURANCE NETWORK JOINT
POWERS AUTHORITY
(PLAN JPA)**

**MINUTES OF THE RISK MANAGEMENT COMMITTEE
MEETING OF OCTOBER 10, 2024**

A regular meeting of the Risk Management Committee was held on October 10, 2024, via videoconference.

MEMBERS PRESENT: George Rodericks, Chair, Atherton
Sarah Monnastes, Dublin
Diane Pitman, Foster City (non-voting participant)
Lisa Rossi, Half Moon Bay (non-voting participant)
Yulia Carter, Pacifica (arrived during item 6.A)

MEMBERS ABSENT: None.

OTHERS PRESENT: Eric Dahlen, General Manager
Katie Sullivan, Assistant General Manager
Kassandra Batista, Administrative Analyst
Shane Baird, Risk Control Manager

1. CALL TO ORDER:

The Regular Meeting of the PLAN JPA Risk Management Committee meeting was called to order at 10:04 a.m.

2. INTRODUCTIONS:

Roll call was taken, and it was determined there was a quorum present.

3. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED):

Sarah Monnastes moved to approve the agenda as posted. George Rodericks seconded the motion. A roll call vote was taken, and the motion passed unanimously.

4. PUBLIC COMMENTS:

None.

5. CONSENT CALENDAR:

Yulia Carter moved to approve the following item: A) Minutes from the April 17, 2023, Risk Management Committee Meeting. Sarah Monnastes seconded the motion. A roll call vote was taken, and the motion passed unanimously.

6. ADMINISTRATIVE MATTERS:

A. Staffing Update

Mr. Eric Dahlen, General Manager, was present to discuss with the Committee the following staffing changes:

- John Burdette, Administrative Assistant, has been promoted to an analyst position with Sedgwick. This role as the primary analyst for another pool (BCJPIA) will pull him away from work on PLAN JPA.
- Katie Sullivan, Assistant General Manager, moved out of state to Texas and is no longer able to maintain her position remotely. She will be leaving Sedgwick and, subsequently her role with PLAN JPA.
- Cassandra Batista, Administrative Analyst, was hired to replace Katie Sullivan. Cassandra has been trained by Katie for her new role since her hire in June 2024.
- Bill Taylor, Risk Control Manager, has retired. His last day was September 6, 2024. Shane Baird has been assigned to assist PLAN JPA with risk control-related matters.
- The Finance team led by PLAN's Finance Manager, Min Su, will be adding in a senior finance manager to assist in servicing PLAN JPA. Joe Roy, Sedgwick, has joined the team and may be seen or heard from regarding financial matters as they relate to PLAN.

7. RISK CONTROL MATTERS:

A. 2024/25 Risk Control Plan and Grant Fund Program Update

The Board of Directors reviewed and approved the proposed 2024/25 Risk Control Service Plan on April 17, 2023. Previous strategic planning sessions, along with conversations and interactions with PLAN JPA members, provided direction for the proposed risk control service plan for 2024/25.

Shane Baird, Risk Control Manager, provided an overview of services available to PLAN JPA members and those utilizing the services. Mr. Taylor reviewed the following highlights of the services provided:

- Risk Control Services on Request
 - Provided training, ergonomic evaluations, and program development utilizing virtual platforms. At least five (5) members have included PLAN Risk Control staff in their regularly scheduled safety and or risk management committee meetings.
- Focused Member Services
 - Eleven (11) PLAN JPA members were identified as having a 2023/24 ex-mod greater than 120%. Staff provided one-on-one risk control service that catered to issues they are most interested in addressing and/or their more significant liability exposures.
- Development of Focused Self-Assessment Materials
 - Staff continues to build and refine documents for self-assessment and guide to best practices.
- Defensive Driving
 - This service is available regionally and to individual members utilizing virtual platforms. The next scheduled webinar is on October 17, 2024. Behind-the-wheel driver evaluations are also available to PLAN JPA members.
- Regional Training
 - Four (4) regional training sessions, including the 2024 Sewer and Stormwater Summit. Other trainings include Tree Work Safety Training, Playground Inspection Training, Industrial Ergonomics & Safe Lifting, Defensive Driver Training, Employment Practice Liability, Preventing Same Level Falls, and Cyber Risk.
- Oversight of Risk Management Grant Fund Reimbursement
 - Review submissions for Risk Management Grant Fund Reimbursement to ensure submissions are within program guidelines and submitted by authorized personnel.

B. Update on 2024 Sewer and Stormwater Summit

The 2024 Sewer and Stormwater Summit will be held virtually on October 10, 2024. At the April 17, 2024, Board of Directors meeting, the Board approved PLAN JPA's continued participation in the Summit and approved the sponsorship fee.

The Summit has five (5) tracks with five (5) sessions in each track, providing multiple educational opportunities:

- Track 1 – Collections Workers Safety & Professional Development
- Track 2 – Regulatory Compliance
- Track 3 – Operations

- Track 4 – Stormwater
- Track 5 – Collection System Management/Engineering

As of October 10, 2024, sixty-two (62) people have registered for the Summit. Fourteen (14) PLAN JPA members have registered fifty-nine (59) employees.

C. Review of Session Topics for 2024 Annual Workshop

Mr. Baird reminded the Committee that PLAN JPA holds a Strategic Planning Session in conjunction with the December Board of Directors meeting to discuss topics of concern and areas of interest to the membership. He reviewed the following suggestions:

- Grant Fund Allocation

D. Discussion of Update to the Grant Fund Program

As of September 30, 2022, the Risk Management Grant Fund has a balance of \$1.3M available for use by PLAN JPA members. Since July 1, 2021, only seven (7) members have utilized their funds over the past fifteen (15) months.

Mr. Eric Dahlen, PLAN JPA Executive Director, expressed that this is a growing liability for PLAN JPA members, and the following options were provided to the Executive Committee:

- Option 1: Establish a 2-Year Program Cap;
- Option 2: Redirect the use of funds to liabilities that affect PLAN JPA's coverage programs; or
- Option 3: Establish a Loss Mitigation Leadership award.

The Executive Committee reviewed the three (3) options and elected to place a 2-Year Cap on funds, along with presenting a deadline to members who have not utilized their funds. The members who do not utilize their funds would be brought down to the 2-year allocation Cap and would not gain more funds until the current balance was utilized.

After a brief discussion, the Committee directed Staff to provide further information on approved grant fund usage and a list of how members utilized their funds.

8. CLOSING COMMENTS:

A. Risk Management Committee

None.

B. Staff

None.

8. ADJOURNMENT

The Regular Meeting of the PLAN JPA Risk Management Committee was adjourned at 10:58 a.m.



Eric Dahlen, General Manager



2025/2026 PROPOSED RISK CONTROL SERVICE PLAN

The guidance provided by the Risk Management Committee and the Executive Committee influenced the proposed risk control service plan for 2025/26. As PLAN JPA members continue to use the core services from prior risk control service plans, staff recommends keeping those services while adding new ones to address evolving risk issues.

The proposed risk control service plan for 2025/26 includes:

- Risk Control Orientation
- Member Services & Outreach
- Focused Assessments on Designated Topics
- Regional Training
- Self-Assessment Checklists & Materials
- Oversight of the Risk Management Grant Fund Reimbursements
- Sedgwick Risk Control Website Resources
- Unlimited Phone and Email Consultation

Risk Control Orientation

Staff will conduct member services campaigns and/or orientation meetings with each new member, new board member, or other personnel, as requested by the member, to provide an overview of risk control services and resources.

Member Services

Members can request risk control services to assist with their liability and employee safety risk management programs. Staff can provide members with risk control services equivalent of up to four service days annually. Staff uses the service days referenced to spread resources and service coverage but acknowledge that some members use more than others. Services are wide-ranging and may include the following: risk control service plan development, safety training plan development, hazard inspections, on-site and virtual safety training sessions, consultative support on safety committees, assistance with written programs, and on-site or virtual ergonomic evaluations. Members are encouraged to contact the PLAN JPA Risk Control Manager to discuss their risk control needs and schedule services.

Focused Assessments on Designated Topics

Since many members have some of the same exposures to liability issues, rather than focus on individual members, it is proposed that during the 2025/26 year focused assessments be completed for all PLAN members on particular topics that appear to be driving our liability losses. Below is a proposed list of focused assessment topics for 2025/26

- Stormwater Loss Prevention & Management – July to September 2025
- Cyber Risk Management Practices – October to December 2025
- Asset Management – January to March 2026
- Wildfire Risk Management – April to June 2026

During 2024/25, each quarter, a focused assessment checklist will be sent to each member for the topic for that quarter. Members will be asked to complete the self-assessment checklist and return it to the Risk Services Manager. Based on the results of these assessments, recommendations will be developed to assist each member in addressing their particular exposures. Recommendations could include using grant funds for specific purposes, policy updates, providing training and webinars to PLAN members of particular topics. Additional services generated from this focused review will fall under Member Services.

Regional Training

Risk Control staff will coordinate at least four regional training events (including the annual Sewer and Stormwater Summit). These events will be held either virtually or in-person. This service includes topic research, trainer selection and fees, event management, and materials coordination

Self-Assessment Checklists & Materials

Risk Control staff will continue to build a library of materials related to liability risk management self-assessments. The documents developed will include focused self-assessment forms for each of the risk management topics, risk management best practices related to each topic, and a selection of exemplary documents associated with the risk management assessment topics. The library of materials will be posted on the Sedgwick Risk Control Resources webpage as each material is developed.

Oversight of the Risk Management Grant Fund Reimbursements

The Risk Control Manager will continue to review Risk Management Grant Fund Reimbursement submissions to ensure they are within the program guidelines and submitted by authorized personnel. The Risk Control Manager will also provide guidance regarding proposed expenditures, as needed, and will submit an annual report regarding member usage of the Risk Management Reimbursement Grant funds.

Sedgwick Risk Control Website Resources

Members will have unlimited access to all resources available on the Sedgwick Risk Control website, which includes over 300 online streaming videos, hundreds of safety training handouts, risk management regulatory publications, recorded safety webinars, sample programs, forms, and checklists. In addition, members will be invited to participate in all live webinars and will be included in the distribution of risk control safety communications.

Unlimited Phone and Email Consultation

Members have unlimited access to Sedgwick risk control professionals for technical information and guidance. This service provides one central resource to help answer risk management questions.

RECOMMENDATION:

Staff recommends the Risk Management Committee recommend approval of the proposed 2025/26 Risk Control Service Plan to the Board of Directors at their meeting in June 2025.

ADMINISTRATIVE MATTERS

SUBJECT: Risk Control Contract Renewal

BACKGROUND AND HISTORY:

In July 2022, PLAN JPA entered into a service agreement for Loss Control Services with Sedgwick Claims Management Services. This agreement is set to expire on June 30, 2025.

Over the life of the contract certain elements of the scope of work have evolved, demanding different language and offered programs.

Marco Guardi, Vice President of Risk Control, Sedgwick, will be present to discuss the Risk Control Contract.

RECOMMENDATION:

Staff recommends the Risk Management Committee forward the Risk Control Contract Renewal to the Executive Committee.

REFERENCE MATERIALS ATTACHED:

- PLAN JPA SA Loss Control Services Draft Contract

SERVICE AGREEMENT FOR LOSS CONTROL SERVICES

This Service Agreement for Loss Control Services (this “Agreement”) is entered into effective the day of July 1, 2025 (“Effective Date”), by and between Sedgwick Claims Management Services, Inc. (“Sedgwick”) and the Pooled Liability Assurance Network Joint Powers Authority (“Client”).

RECITALS

1. Client desires that Sedgwick provide certain loss control services.
2. Sedgwick is willing to provide such services on the terms and conditions hereinafter stated.

AGREEMENT

1. **Services to Be Performed by Sedgwick:**

- A. Sedgwick shall provide Client with the services set forth on Exhibit B.
- B. Any report, observation, or recommendation provided by Sedgwick, is for the sole benefit and use of the Client and may not be relied upon by any person or entity other than the Client.

2. **Obligations of Client:**

- A. Client shall provide Sedgwick with cooperation and information as needed to allow Sedgwick to perform its services.
- B. Client shall pay to Sedgwick the fees set forth in Exhibit A, plus applicable taxes, if any, and any related expenses.
- C. Should Client fail to make timely payments of any fees due Sedgwick or should Client in any other way breach a material term of this Agreement, Sedgwick shall then have the right to refuse to perform any further services. If Sedgwick elects to exercise its rights under this paragraph, in addition to all other legal or equitable remedies, Sedgwick will have the right to its full minimum fee, if any, as well as any other fees for which Sedgwick may be eligible and may collect such fees from any loss fund that may be in Sedgwick's care, custody, and control.
- D. Client acknowledges and agrees that the performance of Loss Control Services by Sedgwick under this Agreement in no way guarantees Client of a reduction or improvement in its incurred losses. Client recognizes that Sedgwick has been engaged under this Agreement solely for the purpose of providing loss control documentation, recommendations, and information.

3. Discontinuance of Operations:

Should Client discontinue its business for any reason, all fees due Sedgwick shall be paid immediately. Sedgwick shall have no further obligation to continue to provide the services called for in this Agreement, and, at Sedgwick' option, this Agreement shall be considered terminated as of the date Client ceases operations or is subject to a bankruptcy or receivership filing, either voluntarily or involuntarily.

4. Term of Agreement and Termination:

- A. The term of this Agreement shall be for the period commencing on July 1, 2025 and ending on June 30, 2028.
- B. This Agreement may be terminated by either party at any time, provided that at least thirty (30) days prior written notice of the effective date of termination is given to the other party.
- C. If Client fails to pay Sedgwick service fees which it is obligated to pay, then Sedgwick may present all unpaid invoices to Client and Client shall pay such service fees within thirty (30) days of presentment.
- D. Upon expiration or termination of this Agreement, Sedgwick shall deliver, at Client's sole cost, the hard copy and imaged files that Sedgwick has maintained for related to services provided under this Agreement (but not including any computer hardware, firmware, software or other proprietary information of Sedgwick), except those Sedgwick has agreed in writing to continue to process or files that are owned by Insured; provided, however, that Sedgwick or its agents, employees or attorneys shall continue to be entitled to inspect all such files and make copies or extracts there from. Imaged files shall be transferred to Client in the same electronic format. If Client does not agree to accept such files, they will be retained or destroyed at Sedgwick's option and Client shall have no recourse against Sedgwick for failure to retain them.

5. Professional Advice:

Nothing in this Agreement is intended to require Sedgwick to engage in the practice of law or professional engineering, and services provided shall not be considered professional engineering, legal, tax or accounting advice, and Sedgwick shall in no event give, or be required to give, any legal opinion or provide any engineering, legal, tax or accounting representation to Client. Client acknowledges that Sedgwick has been engaged to provide certain professional services and that it is not the intent of the parties that Sedgwick assume any insurance risk. Sedgwick shall not act as an insurer for Client, and this Agreement shall not be construed as an insurance policy; it being understood that Sedgwick is in no event financially responsible for payment or satisfaction of Client's claims, lawsuits, or any form of cause of action against Client from Sedgwick funds.

6. Indemnification:

- A. Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or underwriting. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.
- B. Notwithstanding anything to the contrary contained in the above paragraph, it is understood and agreed that if Client, directly or through a subcontractor or vendor of Client's choosing ("Client Subcontractor"), provides information that Sedgwick relies on in the performance of its services or if Client otherwise directs performance of the services, Client will indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorney's fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick related to the acts or omissions of Client or the Client Subcontractor.
- C. The parties agree that in no event shall Sedgwick's liability under this Agreement exceed the service fees paid to Sedgwick for the six (6) months immediately prior to the event from which the claim or matter arises. IN NO EVENT SHALL SEDGWICK BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE, SYSTEM, SITE, OR DELIVERABLE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF SEDGWICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- D. Notwithstanding the foregoing, an indemnifying party will not settle a claim without the indemnified party's written consent, unless such settlement results in (i) a full release of all parties, (ii) no liability to the indemnified party or future obligation of the indemnified party, and (iii) no admission of wrongdoing by Client or Sedgwick.
- E. The provisions of this section shall survive the expiration or termination of the Agreement.

7. **Network Security/Confidentiality:**

- A. Whether or not marked as such, and without regard to the media in which such records are stored, “Confidential Information” shall mean:
- (1) any business or technical information pertaining to the parties herein or to third parties, which is furnished, disclosed or made available by one party to the other, including, without limitation, specifications, prototypes, software, marketing plans, financial data and personnel statistics; and
 - (2) Medical records, reports and information, as well as any other non-medical records, reports or information pertaining to claimants under the Program.
- B. Each party agrees to protect Confidential Information received hereunder with the same degree of care that such party exercises with its own confidential information (but in no event less than reasonable care) and to limit access and disclosure of Confidential Information only to their employees, agents and contractors who have a “need to know,” and who agree to maintain confidentiality in accordance with this section. Notwithstanding the foregoing, Client agrees to permit Sedgwick to compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes or forward to a data collection facility data, provided that such facility agrees in writing to keep Client’s data confidential. Further, Sedgwick shall be entitled, without violation of this section and without the prior consent of Client, to retain claims administration information and to forward claims administration information to government agencies to the extent required by law for the proper performance of the services set forth herein.
- C. The provisions of this section shall survive the expiration or termination of the Agreement.

8. **Notices:**

Any notice required to be given under this Agreement shall be sent by certified or registered mail, postage prepaid, to Holly Pon, Director, Risk Services, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, with a copy to General Counsel - Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way, Memphis, TN 38125, in the case of Sedgwick, and to Jon Paulsen, General Manager, 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833, in the case of Client.

9. **Assignment:**

The Client may not assign its rights or obligations under this Agreement. Sedgwick may assign or subcontract part of the services required hereunder and may at its discretion delegate to a subsidiary or affiliate such of its duties as it deems appropriate, provided that such subcontracting or delegation shall not relieve Sedgwick of any of its obligations hereunder.

10. Entire Agreement and Modification or Amendment:

This Agreement and its attached exhibits and schedules represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

11. Applicable Law:

The terms and conditions of this Agreement shall be governed by the laws of the State of Tennessee without regard to conflicts of law principles. If any dispute or claim arises hereunder that the parties are not able to resolve amicably, the parties agree and stipulate that such litigation shall be resolved in the State of Tennessee, and the parties irrevocably submit to the exclusive venue and jurisdiction of such court for the purpose of any such action or proceeding. In the event of a dispute between the parties resulting in litigation, the prevailing party may, in addition to any other relief obtained, recover its court costs and reasonable attorney's fees.

12. Force Majeure:

Neither party shall be liable to the other party or be deemed to have breached this Agreement for any failure or delay in the performance of all or any portion of its obligations under this Agreement if such failure or delay is due to any contingency beyond its reasonable control (a "Force Majeure"). Without limiting the generality of the foregoing, a Force Majeure includes, but is not limited to, acts of God, fires, floods, pandemics, storms, earthquakes, riots, boycotts, strikes, lock-outs, acts of terror, wars and war operations, restraints of government, power or communication line failure or other circumstance beyond such party's reasonable control, or by reason of the bankruptcy, receivership or other insolvency proceeding of any bank or other financial institution where funds to pay losses and allocated loss adjustment expenses are held, or by reason of a judgment, ruling or order of any court or agency of competent jurisdiction or change of law or regulation subsequent to the execution of this Agreement. Both parties are obligated to provide reasonable back-up capability to avoid the potential interruptions described above. If a Force Majeure occurs, the party delayed or unable to perform shall give immediate notice to the other party. Client acknowledges that the foregoing provision does not apply to Client's obligation to make timely payment of any fees due Sedgwick, and that Sedgwick shall be entitled to all remedies set forth in this Agreement and those allowed by law for Client's failure to timely pay such fees.

13. Headings:

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

14. Relationship of Parties; Expenses:

Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties hereto; the only relationship among the parties shall be that of independent parties to a contract. Except as expressly provided herein, no party hereto shall have authority or shall hold itself out as having authority to act for or bind any other party hereto. Except as expressly set forth herein, each party shall bear all expenses it may incur in connection with the execution, delivery and performance of this Agreement.

15. Waiver of Breach:

Failure of either party hereto to require the performance by the other party hereto of any obligation under this Agreement shall not affect its right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

16. Subcontractor Disclosure:

Through contractual arrangements with subcontractors, Sedgwick provides a full range of loss control services to its clients. Client recognizes and agrees that delivery of some of these services may be provided pursuant to separate agreements between subcontractors and Sedgwick. In no event will charges to Client exceed the amount indicated in the Agreement.

17. Equitable Adjustment:

This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise. In the event of a change in a service standard, Sedgwick shall be entitled to an equitable adjustment in its compensation if such change increases Sedgwick's cost of providing the services under this Agreement or reduces its profitability.

18. Non-Solicitation:

Client acknowledges and agrees that Sedgwick personnel who perform the services are a valuable asset to Sedgwick and difficult to replace. Accordingly, Client agrees that, during the term of the Agreement, and for twelve months thereafter, it will not solicit, contract or hire Sedgwick personnel or encourage them to seek employment or any other contractual arrangements with Client. The parties further agree that in the event Client breaches the provision of this Section, Client shall pay Sedgwick liquidated damages in the amount of two times the annual compensation to be paid to such person for each such breach, which is the parties' good faith estimate of the amount of damages to Sedgwick from such breach. This Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written.

Pooled Liability Assurance Network
Joint Powers Authority

Sedgwick Claims Management Services, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

SERVICE PROGRAM OVERVIEW

I. Introduction

Sedgwick is providing the services as follows.

Servicing Office: Sacramento

II. Account Coordination

On behalf of Client, this service program will be coordinated by:

Client Representative: Eric Dahlen
Client Name: Pooled Liability Assurance Network Joint Powers Authority
**Client Address: 1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833**
Telephone #: (916) 244-1143
Fax #: (855) 242-8919

On behalf of Sedgwick, this service program will be coordinated by:

Sedgwick Representative: Shane Baird
**Sedgwick Office Address: 1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833**
Telephone #: (661) 619-3520
Fax #: (855) 242-8919

Each party reserves the right to change its designated representative during the term of the Agreement.

EXHIBIT B

Loss Control Services and Fees

1. Loss Control Services and Fees:

Objectives

Sedgwick safety professionals will provide a combination of on-site and remotely delivered safety consultation services designed to provide a regular safety presence for the members of the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA). A safety professional will be dedicated as the PLAN JPA Risk Control Manager and report to the PLAN JPA staff, board, and respective committees. The goals of the safety program include a reduction in loss exposures for both employee safety and liability, reduced loss experience in both employee and liability losses, and increased compliance with regulatory safety-related matters.

Cost of Services

The following table is a breakdown of service fees.

Proposed Contract Period: July 1, 2025, through June 30, 2028

| Services | Task/Costs | Fee |
|-----------------------------------|--|----------|
| PLAN JPA Risk Control Orientation | Conduct member services campaigns and/or orientation meetings with each new member, new board member, or other personnel, as requested by the member, to provide an overview of risk control services and resources. Time equivalent to six days a year for the whole pool at \$1,320/service day. | \$7,920 |
| Loss Analysis | Conduct loss analysis study for property and liability claims. Services equivalent up to 3 service days at \$1,320 per service day. | \$3,960 |
| Focused Member Risk Services | Design and implement service plan to address loss drivers at 10 members identified through loss analysis. Two days for each of the approximately 10 selected members at \$1,600/service day. (Additional services generated from review would fall under Member Services). | \$32,000 |

| Services | Task/Costs | Fee |
|--|--|-------------------|
| Member Services | Provide on-site or virtual risk control services to assist with member liability risk management programs and employee safety matters. Support for Cyber Security Risk Management services implementation. Equivalent of four service days per member (28 members) at \$1,600/service day. | \$179,200 |
| Risk Management Self-Assessment Checklists and Other Pool Projects | Continue to build a library of materials related to liability risk management self-assessments. Provide assistance with other pool projects including oversight of Risk Management Grant Fund Reimbursements. Time equivalent to one day per month for the entire pool at \$1,320/service day. | \$15,840 |
| PLAN JPA Meetings | Attend meetings. Pricing includes staff time for staff report development, analysis/research of topics, agenda preparation, meeting attendance, travel time, and expenses. Eight meetings per year for the whole pool at \$2,400/meeting. | \$ 19,200 |
| Training Coordination | Coordinate four regional or virtual or on-site pool-wide events annually, including workshops and webinars. Equivalent of seven days per year at \$1,320/service day. | \$ 9,240 |
| Phone and Email Consultations | Unlimited access to a risk control professional for technical information and guidance. Time equivalent to 1 service day per month for the whole pool at \$1,320/service day. | \$ 15,840 |
| Safety Publications and Resources | Risk Control regularly develops safety publications and resources for our website portal. PLAN members will receive communication on new resources and will have access to all resources on our site. | \$ 0 |
| Sedgwick Risk Control Website Access | Members have unlimited access to the website. | \$0 |
| Total proposed annual contract fees effective July 1, 2025 | | \$ 283,200 |

Fee Structure

All services identified in this agreement will be provided for the not-to-exceed fee of \$ \$283,200 for the first year. This rate includes mileage, travel expenses, and value-added services such as access to streaming videos, webinars, and safety communications. Sedgwick will invoice PLAN JPA monthly at the rate of \$ \$23.600

A 3.5% cost of living increase is proposed for years two and three, respectively.

| Term | Annual Fee | Monthly Fee |
|-------------------|-------------------|--------------------|
| Year 1: 2025-2026 | \$ \$283,200 | \$ 23,600 |
| Year 2: 2026-2027 | \$ \$ 293,112 | \$ 24,426 |
| Year 3: 2027-2028 | \$ 303,370.92 | \$ \$25,280.91 |

PLAN JPA will be asked to reimburse Sedgwick for any pre-approved additional expense(s) incurred that are beyond the scope of the Agreement. This will include such things as industrial hygiene lab work and supplies, training materials, refreshments for training attendees, etc.

2. Payment Terms:

Client acknowledges that all fees set forth in the Agreement are due and payable within thirty (30) days of the invoice. Any and all past due fees will incur interest at the rate of 1.5% per month, unless otherwise prohibited by law. Client acknowledges that in the event Sedgwick undertakes collection proceedings for any outstanding fees, then Client will reimburse Sedgwick for all costs associated with such collection action, including a reasonable attorney fee and court cost.

EXHIBIT B

Additional Services Available

Sedgwick Outsourced Risk and Safety Expertise (SORSE)

This program offers a safety solution for PLAN members who often request basic safety services not available through PLAN.

Based on services routinely requested in existing or expiring Rent a Safety Officer agreements, services provided include:

- 1) Annually, each member receives (core services):
 - a. Quarterly training topic of choice, two sessions each;
 - b. Quarterly participation in safety committee meetings by risk consultant; and
 - c. Assistance with review, development, and implementation of one written safety program.

The fee to members is \$18,000 for core services (1.a-c above). A 3.5% cost of living increase is proposed for years two and three, respectively.

- 2) Preferred Hazardous Material Inventory pricing through EFI Global, a Sedgwick subsidiary
- 3) Preferred Industrial Hygiene pricing through EFI Global

EFI Global services are shown below include all travel, equipment, supplies, labor, fieldwork, laboratory and a final report. Prices are quoted upon request.

| Service |
|--|
| Initial Hazardous Materials Inventory (HMI) & Annual Reporting |
| • Subsequent Year HMI Inspections |
| Underground Storage Tank Leak Self Compliance Audits |
| Limited Asbestos Assessment |
| Lead Risk Assessment |
| Mold/Bacteria Assessment & Remediation Protocol |
| Post Mold Remediation and Assessment |
| Combustion By-Product Assessment |
| Crystalline Silica or Respirable Particulate Exposure Assessment |
| Indoor Air Comfort Parameter Assessment |
| Sound Level Monitoring |
| Volatile Organic Compound Chemical Assessment |

RISK CONTROL MATTERS

SUBJECT: Discussion of Focused Assessment Topics for 2025/26

BACKGROUND AND HISTORY:

During the past several years focused assessments were initiated for several members with ex-modification factors (Ex-Mod) over 120%. Members were provided with self-assessment checklists, and several members requested on-site facility safety inspections to further identify and manage liability exposures such as trips and fall exposures.

Since many members have some of the same exposures to liability issues, rather than focus on individual members, Staff is proposing that during the 2025/26 Program Year, the focused assessments be completed for topics that appear to be driving our liability losses. Below is a proposed list of focused assessment topics for 2025/26:

- Stormwater Loss Prevention & Management – July to September 2025
- Cyber Risk Management Practices – October to December 2025
- Asset Management – January to March 2026
- Wildfire Risk Management – April to June 2026

Additionally, Staff is also proposing that each quarter, a quarterly focused assessment checklist be sent to each member. Members will be asked to complete the self-assessment checklist and return it to the Risk Services Manager. Based on the results of these assessments, recommendations will be developed to assist each member in addressing their particular exposures. Recommendations could include using grant funds for specific purposes, policy updates, and providing training and webinars to PLAN members on particular topics.

RECOMMENDATION:

Staff recommends the Risk Management Committee approve the focused topics listed in this report for 2025/26 as proposed and direct Staff to submit the proposal to the Executive Committee.

REFERENCE MATERIALS ATTACHED:

None.

RISK CONTROL MATTERS

SUBJECT: Consideration of the 2025/26 Risk Control Plan and Update to the Risk Management Grant Fund Program

BACKGROUND AND HISTORY:

The guidance provided by the Risk Management Committee and the Executive Committee influenced the proposed risk control service plan for the 2025/26 Program Year. As PLAN JPA members continue to use the core services from prior risk control service plans, Staff recommends keeping those services while adding new ones to address evolving risk issues.

The proposed risk control service plan for 2025/26 includes:

- Risk Control Orientation
- Member Services & Outreach
- Focused Assessments on Designated Topics
- Regional Training
- Self-Assessment Checklists & Materials
- Oversight of the Risk Management Grant Fund Reimbursements
- Sedgwick Risk Control Website Resources
- Unlimited Phone and Email Consultation
- SORSE

Risk Control Orientation

Staff will conduct member services campaigns and/or orientation meetings with each new member, new board member, or other personnel, as requested by the member, to provide an overview of risk control services and resources.

Member Services

Members can request risk control services to assist with their liability and employee safety risk management programs. Staff can provide members with risk control services equivalent to up to four (4) service days annually. Staff uses the service days referenced to spread resources and service coverage but acknowledge that some members use more than others. Services are wide-ranging and may include the following: risk control service plan development, safety training plan development, hazard inspections, on-site and virtual safety training sessions, consultative support on safety committees, assistance with written programs, and on-site or virtual ergonomic evaluations. Members are encouraged to contact the PLAN JPA Risk Control Manager to discuss their risk control needs and schedule services.

Focused Assessments on Designated Topics

Since many members have some of the same exposures to liability issues, rather than focus on individual members, it is proposed that during the 2025/26 Program Year, focused assessments be completed for all PLAN JPA members on particular topics that appear to be driving our liability losses. Below is a proposed list of focused assessment topics for 2025/26.

- Stormwater Loss Prevention & Management – July to September 2025
- Cyber Risk Management Practices – October to December 2025
- Asset Management – January to March 2026
- Wildfire Risk Management – April to June 2026

During each quarter of 2025/26, a focused assessment checklist will be sent to each member for the topic for that quarter. Members will be asked to complete the self-assessment checklist and return it to the Risk Services Manager. Based on the results of these assessments, recommendations will be developed to assist each member in addressing their exposures. Recommendations could include using grant funds for specific purposes, policy updates, and providing training and webinars to PLAN members on specific topics. Additional services generated from this focused review will fall under Member Services.

Regional Training

Risk Control Staff will coordinate at least four (4) regional training events (including the annual Sewer and Stormwater Summit). These events will be held either virtually or in-person. This service includes topic research, trainer selection and fees, event management, and materials coordination.

Self-Assessment Checklists & Materials

Risk Control Staff will continue to build a library of materials related to liability risk management self-assessments. The documents developed will include focused self-assessment forms for each of the risk management topics, risk management best practices related to each topic, and a selection of exemplary documents associated with the risk management assessment topics. The library of materials will be posted on the Sedgwick Risk Control Resources webpage as each material is developed.

Oversight of the Risk Management Grant Fund Reimbursements

The Risk Control Manager will continue to review Risk Management Grant Fund Reimbursement submissions to ensure they are within the program guidelines and submitted by authorized personnel. The Risk Control Manager will also provide guidance regarding proposed expenditures, as needed, and will submit an annual report regarding member usage of the Risk Management Reimbursement Grant funds.

Sedgwick Risk Control Website Resources

Members will have unlimited access to all resources available on the Sedgwick Risk Control website, which includes over 300 online streaming videos, hundreds of safety training handouts, risk management regulatory publications, recorded safety webinars, sample programs, forms, and checklists. In addition, members will be invited to participate in all live webinars and will be included in the distribution of risk control safety communications.

Unlimited Phone and Email Consultation

Members have unlimited access to Sedgwick risk control professionals for technical information and guidance. This service provides one central resource to help answer risk management questions.

RECOMMENDATION:

Staff recommends the Risk Management Committee recommend approval of the proposed 2025/26 Risk Control Service Plan Update to the Board of Directors at their meeting in June 2025.

REFERENCE MATERIALS ATTACHED:

None.

RISK CONTROL MATTERS

SUBJECT: Consideration of Fixed Pricing Agreement with DataWorks Right of Way Assessment Management and Condition Assessment

BACKGROUND AND HISTORY:

Dangerous Conditions of Roadway claims (streets) for PLAN JPA members have resulted in incurred losses of \$4,515,731 over the last ten (10) years. Effective management of right-of-way assets, including sidewalks, street signs, storm drains, ADA curb ramps, signals, light poles, and other infrastructure can enhance public safety and reduce an entity's exposure to dangerous conditions of public property claims.

DataWorks is an affiliate of Precision Concrete Cutting and has provided PLAN JPA with a Fixed Pricing Agreement Proposal for Right of Way inventory and condition assessments. In the past, PLAN JPA has established other fixed pricing agreements with vendors, including Precision Concrete Cutting for sidewalk assessment and repair services, Total Aquatics Management for aquatic program audits and pool inspections, DKF Solutions Group for Sewer and Stormwater Management Program audits and associated training, and DAC for ADA compliance services.

This proposed agreement between DataWorks and PLAN JPA provides the following services:

- Data collection/inventory: DataWorks will conduct an inventory of right-of-way assets, such as signs, poles, storm drains, pedestrian access ramps, and other infrastructures in the right of way.
- Data Analytics: PLAN JPA members will be provided with a proprietary desktop application.

DataWorks technicians will inspect the entire project area and visually assess all assets as per the scope of the project. They will collect data using mobile software, and the data will be uploaded in real time. The PLAN JPA members will have access to the software, which will allow them to view real-time data as collected and processed by DataWorks Staff. At the end of the inventory, DataWorks will provide PLAN JPA members with a GIS compatible file that inventories all assets and provides all associated data, including GPS coordinates, addresses, asset attributes, measurements, condition assessments, surrounding information, and photos.

PLAN JPA members will determine the scope of the project, and most services will be invoiced per sidewalk mile. In addition, an annual charge will be assessed for access to the DataWorks desktop and mobile software for an unlimited number of users. With this access to the data obtained during the inventory, PLAN JPA members can prioritize those right-of-way assets that were inventoried and inspected during the assessment, complete repairs or replace signs as needed, and update the database.

Attached is a proposed fixed pricing agreement between PLAN JPA and DataWorks designed to provide PLAN JPA members with favorable pricing for the infrastructure condition assessments.

RECOMMENDATION:

Staff recommends the Risk Management Committee direct Staff to present the proposed fixed price agreement to the Executive Committee for approval and presentation to the Board at their June 2025 meeting.

REFERENCE MATERIALS ATTACHED:

- Proposed DataWorks Agreement for Fixed Pricing Services

Proposal For “Not To Exceed” Agreement Between The Joint Powers Authority Pooled Liability Assurance Network (PLAN JPA) and DataWorks LLC

Date: 3/25/2024

OVERVIEW

Effective management of right-of-way assets enhances public safety, ensures optimal infrastructure utilization, fosters economic growth, and promotes environmental sustainability. By leveraging its expertise in right-of-way asset management, DataWorks aims to empower public agencies with improved regulatory compliance, informed decision-making, simplified data management, streamlined operations and advanced recordkeeping. With a comprehensive approach, boots-on-the-ground technicians, user friendly software, powerful insights, and GIS data experts, DataWorks helps unlock the full potential of well-managed right-of-way assets, reduce costs, and drive sustainable progress for local communities.

It is proposed that the Joint Powers Authority Pooled Liability Assurance Network (PLAN JPA) (“Client”) and DataWorks LLC, a California limited liability company located at 335 Beach Rd, Burlingame CA 94010, (“DataWorks”) enter into an agreement whereby DataWorks will provide Client with GIS data collection, data analytics, workflow management and record keeping services for certain right-of-way assets, as described below. The price for these services shall not exceed the dollar amount and quantity defined in the “Proposal Details” section below.

This AGREEMENT is created for the sole purpose of establishing an agreed-upon set of services and related cost to allow Joint Powers Authority Pooled Liability Assurance Network (PLAN JPA) members access to professional condition assessment and data management services. Furthermore, this AGREEMENT creates no obligation or expectation that any work will result from this agreement. The Consultant’s specific services are defined below and are available to MEMBER on as needed basis. The exact terms and conditions of such services are to be arranged between the Consultant and MEMBER. MEMBER is responsible for initiating and requesting any work of consultant.

BACKGROUND INFORMATION

DataWorks is a right-of-way asset management company and an affiliate of Precision Concrete Cutting of Northern California, who has been working with municipalities and counties since 2003. The company performs work with hundreds of clients, including dozens of municipalities and other public agencies in Northern California.

DataWorks provides the following services:

- **Data Collection** - we inventory assets and capture related data with a team of specialized and experienced boots-on-the-ground technicians. Using our proprietary mobile application, we collect comprehensive GIS asset data for a variety of right-of-way assets, e.g., signs, poles, storm drains, pedestrian access ramps, sidewalks and other infrastructures in the right-of-way. We have quality control (QC) procedures to ensure the data we collect is accurate and consistent.
- **Data Analytics** - thanks to our proprietary desktop application, we provide clients with simple, structured, and actionable data. Our software’s data analytics, combined with the expertise and insights of our GIS



data experts, allow better decision making, budgeting, and planning of asset maintenance and capital improvements, resulting in improved regulatory compliance, enhanced public safety and cost savings.

- **Workflow Management** - our proprietary mobile application allows field technicians to complete maintenance or repairs efficiently and to record related field activities. It also allows staff to easily audit the work done in the field and to document the audit results. In addition, our proprietary desktop application allows office staff to track and manage fieldwork from a computer in real time.
- **Record Keeping** - our proprietary software stores and maintains all asset data and related field activities in a cloud platform, powered by Amazon Web Services (AWS), which provides state-of-the-art data security and data safety. The data can be exported at any time and is compatible with other GIS software, e.g., ArcGIS, Cityworks, Cartegraph or Lucity.

DATA COLLECTION SERVICES

DataWorks' technicians will inspect the entire project area and will visually assess all assets as per the scope of the project. They will collect data using our mobile software and the data will be uploaded in real time and reviewed by our office team on a regular basis. Our quality control technicians and supervisors will also frequently perform quality audits in the field to ensure the quality and consistency of the data. Throughout the project, you will have access to our software, which will provide you with real-time data, as collected and processed by our field and office teams. At the end of the collection phase, we will also provide you with a GIS compatible file that inventories all assets and provides all associated data, including GPS coordinates, addresses, asset attributes, measurements, condition assessments, surrounding information, photos, etc. Additionally, our data experts will be available to help import the data into your GIS system, e.g., ArcGIS, Cityworks, Cartegraph, or Lucity.

PROPRIETARY SOFTWARE SUITE

DataWorks has developed proprietary desktop and mobile applications that can be used across multiple platforms. They are developed based on state-of-the-art technology and provide reliable, easy-to-use, yet powerful tools to manage right-of-way assets. Together, they enable enhanced data collection, data analytics, workflow management and record keeping.

DataWorks Mobile:

- **GIS data** - collects accurate GPS coordinates, thanks to GPS antennas and Google Satellite fine tuning.
- **Actionable data** - allows collection of structured and categorizable data, both quantitative and qualitative.
- **Works everywhere** - works with or without cellular service, either online or offline.
- **Accurate data** - increases accuracy and efficiency thanks to data collection software assistance.
- **Multiple activity types** - supports multiple modes, e.g., assessment, repair, inspection, client QC.
- **Multiple asset types** - allows to work and/or focus on different asset types with powerful filtering.

DataWorks Desktop:

- **Asset management software** - offers complete asset management capabilities.
- **GIS software** - integrates with other GIS systems, e.g., ArcGIS, Cityworks, Cartegraph, and Lucity.
- **ArcGIS mapping** - provides data plotted on ArcGIS map or satellite view with color coded legend.
- **Object panel** - provides all details on a per asset basis, incl. all attributes, field activities, and photos.
- **Street view** - provides detailed 360° view of surroundings of each asset, powered by Google Street View.
- **Asset listing** - lists assets and any related data thanks to customizable tables and columns.



- **Table filtering** - allows to categorize and filter asset tables based on any data field.
- **KPIs** - provides valuable “Key Performance Indicators” for any subset of data displayed in map and table.
- **Analytics** - provides insightful aggregated and comprehensive reports for any subset of data.
- **Bulk editing** - allows to bulk edit large data subsets for planning, budgeting, and workflow management.
- **Record keeping** - records all history of activities, including measurement changes or condition changes.
- **Zones and streets planning** - provides mapping, mileage and activity status of zones and streets.
- **Detailed reporting** - allows to export any or all data in excel or GIS format.

PROPOSAL DETAILS

Billing unit: most of our services are invoiced per Sidewalk mile (“SW-Mile”). SW-Miles are calculated as twice the total mileage of each street or road to be assessed in the project area or per asset as outlined below. At the beginning of the project, we will map all streets and streets as per your specifications and we will confirm the total SW-Mileage with all parties involved and provide a cost proposal prior to starting.

1. Pedestrian Access Ramps - \$200/SW-Mile- Option A or \$35 per ramp Option B

- Option A Inventory of locations requiring a crosswalk pedestrian ramp and recording of their conditions and create 3 categories. (ramp with truncated domes, no ramp, and ramp with no domes), addresses, GPS coordinates and photos.
- Option B- PCC will measure the ramp including the ramp slope, ramp cross slope, landing, detectable warning, gutter slope, gutter cross slope, ramp width, landing width, left and right sides conforming and other measurements to confirm ramp is compliant.

2. Signs - \$450/SW-Mile without retro-reflectivity or \$650/SW-Mile with retro-reflectivity measurements:

- Inventory of signs and recording of their MUTCD codes, heights, facing directions, retro-reflectivity measurements (optional), conditions (of signs and mounts), APS (Accessible Pedestrian Signal) compliance statuses, situations, surrounding information, addresses, GPS coordinates and photos.

3. Signals and Light Poles - \$50/pole or \$500/SW-Mile for all poles except utility poles:

- Inventory of poles and recording of their uses, owners, ID#s, material types, height measurements, metal thickness measurements (for larger poles only), conditions (of poles, bases, bolts, nuts), situations, surrounding information, addresses, GPS coordinates and photos.

4. Storm drains - \$30/drain

- Inventory of storm drains and recording of their categories (e.g. Santa Rosa drains), owners, conditions (of nuts, bolts, damage, standing water, debris), compliance statuses (signage, bike straps), situations, surrounding information, addresses, GPS coordinates and photos.

A. Data analytics, workflow management and record keeping - \$1,920/year:

5. Access to DataWorks desktop and mobile software for an unlimited number of users and devices.
6. Software training material and one-on-one software training sessions.
7. On-going support and insights for data processing, data analytics and workflow management.
8. Record keeping in our system and support importing data into your GIS system.



- *Annual Price Escalation – The Fees charged by Dataworks LCC which are expressed as stated dollar amounts in the above schedule shall increase annually commencing at the start of each calendar year by 10%.*


LIMITATIONS AND DISCLAIMER

We capture data primarily based on visual inspection of right-of-way assets. Therefore, we cannot identify condition defects or issues that are not visible. Also, while we strive to ensure the highest level of accuracy and comprehensiveness in our data collection efforts, data collection is subject to human error, and we cannot represent or guarantee that the data we provide is 100% comprehensive and accurate. Despite our best efforts, errors, omissions, and inaccuracies may occur, and the data that we provide may be subject to limitations and imperfections. Therefore, DataWorks does not assume any responsibility or liability for the completeness, accuracy, reliability, or suitability of the data it provides. In addition, DataWorks assumes no liability for asset data that cannot be captured due to obstacles or traffic preventing safe and practical access. Additionally, it is recognized that after completion of the work, asset conditions typically continue to evolve over time due to weather and other factors. DataWorks is not responsible for any changes in right-of-way asset conditions and is not liable for any related claims, losses, damages or liabilities. Nevertheless, DataWorks is committed to providing the highest quality service to its customers. Should you have any questions or comments, please do not hesitate to contact us.

DATAWORKS REPRESENTATIVE:

YOUR REPRESENTATIVE:

By: _____
 Name: Joseph Ortega
 Title: Vice President
 Phone: 650.576.4303
 Email: jortega@DataWorks.us
 Date: 3/25/2024

By: 
 Name: Rebecca Mendenhall
 Title: PLAN JPA President
 Phone: 6508024221
 Email: rmendenhall@cityofsancarlos.
 Date: 3/25/2024








DataWorks Proposal PLAN JPA 2024 v2

Final Audit Report

2024-06-26

| | |
|-----------------|--|
| Created: | 2024-06-26 |
| By: | Katie Sullivan (Katie.Sullivan@Sedgwick.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAAAPxamc9iBrwIAIYHxhXMBCR0qPLx-qP |

"DataWorks Proposal PLAN JPA 2024 v2" History

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RISK CONTROL MATTERS

SUBJECT: 2025 Sewer and Stormwater Summit Proposal

BACKGROUND AND HISTORY:

Attached to this report is the DKF Solutions Group (DKF) proposal for the 2025 Virtual Sewer and Stormwater Summit. The Summit will be held on Thursday, October 09, 2025. The proposed cost estimate for PLAN JPA is \$14,750. Last year's virtual Sewer & Stormwater Summit was well-received. Seventeen (17) PLAN JPA members registered seventy-five (75) employees, and two (2) risk control managers who participate in servicing PLAN JPA registered to attend. Of those registrants associated with PLAN JPA, sixty-five (65) attended on the day of broadcast.

The 2025 conference will be hosted virtually via computer, smartphone, tablet, and iPad. The following are additional details regarding the conference:

1. The sessions will be recorded for future use by attendees.
2. Members of sponsor organizations, PLAN JPA and California Sanitation Risk Management Authority (CSRMA), will be able to attend at no charge.
3. A special agency registration package will be offered for non-sponsoring agencies whose employees need to maintain education credits.
4. Registration cost for non-sponsoring individuals will be reduced in absence of food and hotel costs.
5. Links to sponsor organizations will be posted on the virtual conference website.
6. Networking opportunities for attendees will be made available via chat rooms.
7. Attendees will also be able to interact with vendors through chat rooms.
8. Vendors will be provided an opportunity to post videos depicting their services.
9. Vendors will pay a fee to participate to cover the added cost that result from hosting their access points.

The initial payment of \$12,000 will be invoiced in September 2025, and the balance will be billed the day following the Summit. Depending on the revenue generated from registrations from noncontributing pool attendees, PLAN JPA may be invoiced an additional \$3,000 after the Summit. The amount invoiced will be based on final Summit costs minus contributions from PLAN JPA, other pool sponsors, and actual revenue split proportionately with PLAN JPA. Risk control Staff will release a "hold the date" notice after the June PLAN JPA Board of Directors meeting. Risk control Staff will continue to distribute the registration flyer as soon as DKF makes it available and will send periodic reminders to PLAN JPA members and safety contacts up to the week prior to the Summit.

RECOMMENDATION:

Staff recommends the Risk Management Committee approve PLAN JPA sponsorship of the 2025 Sewer & Stormwater Summit as proposed, and direct Staff to submit the proposal to the Executive Committee.

REFERENCE MATERIALS ATTACHED:

- DFK Solutions Group 2025 Sewer and Stormwater Summit Proposal

This PROPOSAL is made on February 25, 2025 by and between DKF Solutions Group, LLC (hereinafter referred to as DKF) and the Pooled Liability Assurance Network JPA (PLAN). This PROPOSAL is valid until June 30, 2025.

SCOPE: PLAN has requested a proposal to coordinate the 2025 Sewer and Stormwater Summit (*Summit*). Details:

1. **Provide a virtual conference capable of accommodating up to 500 participants.**
2. **Marketing of the Summit:**
 - Proposed Sewer and Stormwater Summit Theme: *TBD*
 - Develop and distribute online marketing and registration emails on a regular basis beginning in early July utilizing the following email databases:
 - State Water Resources Control Board Collections System Database (~1,200 cities/districts and ~1,500 contacts))
 - DKF Solutions Group Sewer System Database (~5,400 contacts)
 - Past Summit attendee database
 - Advertise in the CSRMA/CJPRMA monthly Did You Know e-newsletter and the CWEA online training calendar
 - Beginning in August, begin registrant engagement activities:
 - Video and email tutorials on preparing their agenda using the virtual conference platform
 - Encourage posting of questions to the speakers
 - Create registrant chatrooms on relevant topics and encourage registrants to engage each other
3. **Registration for Event**
 - Registration will be accomplished using DKF's online training registration system
 - Registrants from non-contributing pools will be charged \$75 per person or \$495 per agency/city
4. **Agenda and Schedule**
 - Date of Summit: Thursday October 12, 2025
 - Develop five conference tracks as follows:
 - Collection System Operations
 - Regulatory Compliance
 - Engineering and Management
 - Collections Worker Safety and Professional Development
 - Stormwater Management
 - Each track will consist of five 50-minute seminar sessions on the related topic.
 - Summit Schedule will be as follows:
 - 7:00am Check-In
 - 8:00am Session 1 of Tracks 1, 2, 3, 4
 - 9:15am Session 2 of Tracks 1, 2, 3, 4
 - 10:30am Session 3 of Tracks 1, 2, 3, 4
 - 11:30am Session 4 of Tracks 1, 2, 3, 4
 - 11:30-12:30pm Lunch
 - 12:30-1:30pm Session 5 of Tracks 1, 2, 3, 4
 - 1:45-2:15 Speaker Chat Rooms open
 - 2:15pm Summit Ends
5. **Speakers**
 - Identify and arrange speakers for all sessions

- Obtain training materials from each speaker
- Each speaker will receive a thank you gift (i.e. gift card for \$50) for their time and effort
- Record each speaker's session

6. Summit Setup

- Manage the setup and delivery of the Summit.
- Setup and manage check-in/registration table.
- Prepare and provide conference material for all attendees (to include speaker handouts, Summit evaluations forms, etc)
- Prepare, distribute and make available certificates for contact hours for registered attendees

7. Summit Follow Up

- Provide PLAN Summit registration roster, and cost analysis
- Provide PLAN with a post summary description of the event, including attendee analysis which includes pool member representations and member names
- Maintain the Summit web site for 6 months for members and registrants to revisit and view recorded sessions

FEE and BUDGET:

DKF fee for the planning, management and hosting the 2025 Sewer Summit**\$21,000**

Estimated budget for Sewer Summit expenses (Summit expenses include but are not limited to DKF fee, conference software and supporting software subscriptions, marketing and advertising items, speaker gifts, moderators and credit card processing fees)**\$38,500**

TOTAL ESTIMATED REVENUE:

Contributions:

PLAN JPA:**\$14,750**
 CSRMA:**\$16,750**
 NCCSIF:**\$1,000**
 SCORE:**\$1,000**

Projected Revenue:

Registration Fees from Attendees from Non-Contributing Pools (*projecting 50people for 2024; Registration fee \$75 per person or \$495 per agency/city*)**\$5,000**

TOTAL ESTIMATED REVENUE\$38,500

COMPENSATION: PLAN will be invoiced \$12,000 in September 2025 and the remaining balance following the day of the Summit. Depending on revenue generated from registrations from non-contributing pool attendees, PLAN may be invoiced up to another \$3,000 after the Summit. The amount invoiced will be based on final Summit costs minus contributions from PLAN, other pool sponsors and actual revenue split proportionately with the PLAN.

AVAILABILITY: DKF Solutions Group is available on or after May 15, 2025 to provide the services described in SCOPE.

ACCEPTANCE: To accept this proposal from DKF Solutions Group, LLC, for services described in SCOPE under the terms and conditions described herein, please sign below and return.

Name and Title of PLAN JPA Representative

Date