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BOARD OF DIRECTOR SPECIAL MEETING AGENDA

**Tuesday, September 22, 2026
1:00 p.m.**

[Zoom](#)

**Meeting ID: 883 9228 7305
Passcode: 127101**

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 Rd, Atherton, CA 94027; City of Burlingame, 501 Primrose Rd, Burlingame, CA 94010; City of Campbell, 70 North First St, Campbell, CA 95008; Town of Colma, 1198 El Camino Real, Colma, CA 94014; City of Cupertino, 10300 Torre Ave, Cupertino, CA 95014; City of Dublin, 100 Civic Plaza, Dublin, CA 94568; City of East Palo Alto, 2415 University Ave, East Palo Alto, CA 94303; Town of Hillsborough, 1600 Floribunda Ave, Hillsborough, CA 94010; Town of Los Altos Hills, 26379 Fremont Rd, Los Altos Hills, CA 94022; City of Millbrae, 621 Magnolia Ave, Millbrae, CA 94030; City of Milpitas, 455 East Calaveras Blvd, Milpitas, CA 95035; City of Newark, 37101 Newark Blvd, Newark, CA 94560; Town of Ross, 31 Sir Frances Drake Blvd, Ross, CA 94957; City of San Bruno, 567 El Camino Real, San Bruno, CA 94066; City of San Carlos, 600 Elm St, San Carlos, CA 94070; City of Saratoga, 13777 Fruitvale Ave, Saratoga, CA 95070; and Town of Woodside, 2955 Woodside Rd, Woodside, CA 94062.

Each location is accessible to the public, and members of the public may address the Board of Directors 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. 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) Board of Directors 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.

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- 1. CALL TO ORDER**
 - 2. INTRODUCTIONS/ROLL CALL**
 - 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 Kassandra Batista at: kassandra.batista@sedgwick.com. This time is reserved for members of the public to address the Board relative to matters of the Board of Directors 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. ADMINISTRATIVE MATTERS**
- 3** *A. Approval of Captive Articles of Incorporation and Appointment of Utah Based Attorney to the Captive Board of Directors
- Recommendation:* Approve the Articles of Incorporation for the PLAN JPA Captive Insurance Company as presented; appoint Brent Andrewsen to serve on the Captive's Board of Directors in order to satisfy Utah captive insurance residency requirements; and authorize any non-substantive revisions necessary to finalize the Articles of Incorporation and related regulatory filings as directed by the Utah Insurance Department and the Captive Consultation Team.
- 10** *B. Approval of Long-Term Addendum to Risk Control Services Agreement for PLAN-WORKS
- Recommendation:* Staff makes no recommendation due to financial interest in the outcome.
- The action to be considered by the Board of Directors is approval of the attached Addendum One to the Loss Control Services Agreement, effective July 1, 2026, through June 30, 2028.*
- 7. CLOSING COMMENTS**
- This time is reserved for comments by Board members and/or staff and to identify matters for future Board business.
- A. Board of Directors
- B. Staff
- 8. ADJOURNMENT**

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Agenda Item 5. A.

ADMINISTRATIVE MATTERS

SUBJECT: Approval of Captive Articles of Incorporation and Appointment of Utah Based Attorney to the Captive Board of Directors

BACKGROUND AND HISTORY

The PLAN JPA Board previously authorized the exploration and development of a captive insurance company as a risk financing mechanism to enhance long-term cost stability, strengthen control of insurance programs, and provide additional flexibility in addressing member risk exposures.

As part of the establishment process, the Captive must be organized as a legal corporate entity under the laws of its domicile state, Utah. The Articles of Incorporation serve as the foundational legal document establishing the Captive's corporate existence and authorizing it to conduct business as a captive insurance company.

The Articles of Incorporation establish the Captive's corporate name, purpose, registered office, corporate powers, and other organizational provisions required under applicable Utah law and regulatory requirements. Approval of the Articles of Incorporation is a necessary step in the Captive formation process and is required before the Captive may proceed with licensure and operational activities.

The initial draft of the Articles of Incorporation was prepared by legal counsel specializing in captive insurance company formations in Utah. Following preparation, the document was submitted to PLAN JPA Board Counsel, Mr. Marc Zafferano, for review and analysis.

In addition to the organizational requirements contained within the Articles of Incorporation, Utah law requires that a captive insurance company maintain a governing body consisting of at least three individuals, with at least one member of the governing body being a resident of the State of Utah. Specifically, Utah Code § 31A-37-301(5)(a) provides that a captive insurance company's governing body must include at least one Utah resident.

To satisfy this statutory requirement and support the Captive's licensure application, staff recommends the appointment of Mr. Brent Andrewsen, the Captive's attorney, to serve on the Captive's Board of Directors. Mr. Andrewsen is a Utah resident and possesses significant experience in captive insurance governance, risk management, and insurance operations. His appointment will ensure compliance with Utah regulatory requirements while providing valuable industry expertise and local regulatory familiarity to the Captive's Board during its formation and ongoing operations. The addition of Mr. Andrewsen is intended solely to satisfy the domicile requirements of the Utah Captive Insurance Companies Act and to strengthen the Captive's governance structure as it proceeds through the licensing process.

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Legal Review

Mr. Zafferano reviewed the proposed Articles of Incorporation and provided comments regarding governance considerations associated with the Captive's formation and operation. Particular attention was given to ensuring that the organizational structure of the Captive appropriately reflects the ownership, oversight, and public accountability considerations applicable to the JPA and its affiliated entities.

Staff and counsel have incorporated the recommended revisions into the final Articles of Incorporation presented for Board consideration. Board Counsel has advised that the document is consistent with the legal guidance previously provided and appropriately establishes the Captive as a corporate entity for purposes of organization and regulatory filing.

Fiscal Impact

There is no direct fiscal impact associated with approval of the Articles of Incorporation. Approval of the document is a necessary component of the Captive formation process and supports implementation of the JPA's long-term risk financing strategy.

Conclusion

Approval of the Articles of Incorporation, together with the appointment of Mr. Brent Andrewsen as a Director of the Captive, will satisfy key organizational and regulatory requirements necessary to establish the Captive as a legal corporate entity and proceed with regulatory review by the Utah Insurance Department. Mr. Andrewsen's appointment will ensure compliance with Utah's requirement that at least one member of the Captive's governing body be a Utah resident.

RECOMMENDATION

Approve the Articles of Incorporation for the PLAN JPA Captive Insurance Company as presented; appoint Brent Andrewsen to serve on the Captive's Board of Directors in order to satisfy Utah captive insurance residency requirements; and authorize any non-substantive revisions necessary to finalize the Articles of Incorporation and related regulatory filings as directed by the Utah Insurance Department and the Captive Consultation Team.

REFERENCE MATERIALS ATTACHED

1. Articles of Incorporation

**ARTICLES OF INCORPORATION
OF
PLAN CAPTIVE**

THE UNDERSIGNED, acting as the incorporators of a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Chapter 6a of Title 16 of the Utah Code of 1953, as amended (hereinafter called the “Act”), hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I - NAME

The name of this corporation is: PLAN Captive.

ARTICLE II - DURATION

The period of this corporation’s duration is perpetual.

ARTICLE III - PURPOSES AND POWERS

This corporation is organized to be a pure or sponsored captive insurance company under the Captive Insurance Companies Act, Chapter 37 of Title 31A of the Utah Code of 1953, as amended. The corporation shall have and exercise all powers necessary or convenient for the carrying out of any or all of the purposes for which it is organized.

The purpose of the corporation is to provide those benefits and services, including insurance and or reinsurance, for its member, Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), a California joint powers authority, which is itself a governmental entity formed and existing pursuant to California Government Code Sections 6500, et seq., and which constitutes a political subdivision under Section 115(1) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the “Code”), and any potential future member who may qualify under Section 115(1), whether or not formed and existing as a joint powers authority. By so doing the corporation provides an essential governmental function within the meaning of Section 115(1) of the Code, and the corporation is intended to qualify as an entity covered by this statute.

Furthermore, the corporation is formed exclusively for purposes for which a corporation may be formed under the Utah Revised Nonprofit Corporation Act, and not for pecuniary profit or financial gain. The net earnings of the corporation may accrue only to a Member or, if said organization ceases to exist or to qualify as an entity that may exclude its income from gross income under Section 115 of the Code, to one or more state or local governments, political subdivisions thereof, or entities which may otherwise exclude their income from gross income under Section 115 of the Code.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons or organizations, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and goods purchased, and to make payments and distributions in furtherance of the purposes set forth in this Article III and/or as may be allowed by law.

ARTICLE IV – MEMBERS AND STOCK

4.1 Number of Shares. The aggregate number of shares of capital stock which this corporation shall be authorized to issue is one thousand (1000) with zero (\$0) par value.

4.2 Classification; Rights and Preferences. All shares of capital stock of this corporation shall be of the same class, voting common, and shall have the same rights and preferences.

4.3 Stock Not Assessable. Fully paid shares of capital stock of this corporation shall not be liable to any call and shall be nonassessable.

4.4 Members. The stockholders shall be the voting members of the corporation, and membership shall be maintained only through the acquisition and holding of stock in the corporation.

ARTICLE V - REGISTERED AGENT AND REGISTERED OFFICE

The name of the corporation's Registered Agent is National Registered Agents, Inc., a Utah corporation. The street address of the Registered Agent of the corporation is 1108 E. South Union Ave, Midvale, Utah 84047.

If, at any time the corporation's registered agent has resigned, the agent's authority has been revoked, or the agent cannot be found or served with the exercise of reasonable diligence, then the Commissioner of the Utah Department of Insurance will be appointed as the agent of the corporation for service of process.

ARTICLE VI - DIRECTORS

The corporation may have not less than three (3) or more than nine (9) members of the board of directors, with the exact number to be determined in accordance with the corporation's Bylaws. The number of directors constituting the initial board of directors of this corporation shall be Four (4). The names and addresses of the members of the initial board of directors, who are to serve as directors until their successors are elected and qualified, are as follows:

Juan Jose Gomez

4381 Broadway Street, Suite 200
American Canyon, California 94503

Nathan James Bassett

1198 El Camino Real
Colma, California 94014

Michael Woo

10300 Torre Avenue
Cupertino, California 95014

Brent A. Andrews

Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101

ARTICLE VII - LIMITATION OF DIRECTORS' LIABILITY

7.1 Limitation of Directors' Liability. To the fullest extent permitted by the Act, as the same now exists or may hereafter be amended, no director of this corporation shall be personally liable to this corporation, its shareholder(s), or any other person or entity for monetary damages for any action taken, or any failure to take any action, as a director, except liability for: (i) the amount of a financial benefit received by a director to which he is not entitled; (ii) an intentional infliction of harm on the corporation, the shareholders, or such third parties; or (iii) an intentional violation of criminal misdemeanor or felony, the punishment for which would include imprisonment in a state penitentiary or a county jail for more than 12 months.

7.2 Amendment or Repeal of Limitation. Any amendment or repeal of this Article VII or the adoption of any other provision of the Articles of Incorporation which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or failure to act, by a director of this corporation prior to such amendment, repeal, or other provision becoming effective.

ARTICLE VIII – DISTRIBUTION ON DISSOLUTION

Upon the dissolution of the corporation, the board of directors shall, after paying or making provision for the payment of all liabilities of the corporation, dispose of the assets of the corporation to the member(s), in an amount equal to their ownership percentage, or if said organization(s) cease to exist or to qualify as an entity which may exclude its income from gross income under Section 115 of the Internal Revenue Code, to a state or local government, political subdivision thereof, or entity which may exclude its income from gross income under Section 115 of the Code, exclusively for the purposes of the corporation, as the board of directors shall determine.

Any asset not so disposed of shall be disposed of by the District Court of Utah, in the county in which the registered office of the corporation is then located, for the benefit of one

or more state or local government agencies, or political subdivisions thereof, which qualify under Section 115 of the Internal Revenue Code, as said Court shall determine to best accomplish the exempt purposes of the corporation.

ARTICLE IX - INDEMNIFICATION

The corporation shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless its directors, officers, employees and agents.

ARTICLE X - INCORPORATORS

The name and address of the incorporators of this corporation are as follows:

Brent A. Andrews
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101

Juan Jose Gomez
4381 Broadway Street, Suite 200
American Canyon, California 94503

Nathan James Bassett
1198 El Camino Real
Colma, California 94014

Michael Woo
10300 Torre Avenue
Cupertino, California 95014

[SIGNATURE PAGE FOLLOWS]

DATED this 22nd day of September, 2026.

Brent A. Andrewsen, Incorporator

Juan Jose Gomez, Incorporator

Nathan James Bassett, Incorporator

Michael Woo, Incorporator

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September 22, 2026

Agenda Item 5. B.

ADMINISTRATIVE MATTERS

SUBJECT: Approval of Long-Term Addendum to Risk Control Services Agreement for PLAN-WORKS

BACKGROUND AND HISTORY:

With the creation and implementation of the PLAN-WORKS primary workers' compensation coverage program, the scope and complexity of risk control services required to support participating members expanded beyond the services contemplated under the existing agreement.

On October 27, 2025, the Executive Committee reviewed a proposal outlining the additional loss control services necessary to support the new workers' compensation program. The presentation provided an overview of the enhanced service model and the anticipated operational needs associated with PLAN-WORKS.

Recognizing that PLAN-WORKS was a newly established and relatively small program, the parties agreed to implement a short-term Addendum covering the six-month period from January 1, 2026, through June 30, 2026. That interim addendum included a fee increase of \$16,000 for the six-month period and allowed the parties to evaluate actual service demands and operational requirements before considering a longer-term addendum.

During 2026, the detailed scope of services and associated pricing model were further reviewed by the Loss Control Committee at their April 9, 2026, committee meeting. Following their evaluation, the committee supported continuation of the additional services as necessary to support the safety, loss prevention, and risk management objectives of the workers' compensation program.

In addition, staff worked with Sedgwick's Vice President of Risk Services Loss Control - Pooling, Marco Guardi, who concurred in principle that both the expanded scope of work and corresponding pricing structure accurately reflect the services required to support the PLAN-WORKS program.

Approval of this addendum completes the transition from the initial six-month evaluation period to a long-term service arrangement that aligns with the operational needs of PLAN-WORKS. The enhanced loss control services have and will continue to demonstrate value in supporting member risk management, workplace safety, injury prevention, and claims management objectives.

The addendum ensures continuity of service, aligns contract terms with the current scope of work being performed, and provides a consistent framework through the remainder of the master agreement and any approved extension periods.

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Agenda Item 5.B.

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Agreement Terms

The primary Risk Control Services Agreement was renewed in June 2025 for a term beginning July 1, 2025, and ending June 30, 2028.

The attached addendum formalizes the ongoing services required to support PLAN-WORKS and is intended to be effective July 1, 2026.

Fiscal Impact

The addendum reflects an ongoing annual increase of \$2,960 for each participating agency in the additional workers' compensation loss control services required to support PLAN-WORKS. Funding for these services has been incorporated into the PLAN JPA budget beginning July 1, 2026.

The proposed fee structure is consistent with the service level required to support the primary workers' compensation program and has been reviewed through the committee process.

RECOMMENDATION:

Staff makes no recommendation due to a financial interest in the outcome.

The action to consider by the Board of Directors is approval of the attached Addendum One to the Loss Control Services Agreement, effective July 1, 2026, through June 30, 2028.

REFERENCE MATERIALS ATTACHED:

- Addendum One to the Service Agreement for Loss Control Services
- PLAN Workers Compensation Loss Control Services Proposal

**ADDENDUM ONE TO THE SERVICE AGREEMENT
FOR LOSS CONTROL SERVICES**

This Addendum One to that certain Service Agreement for Loss Control Services dated as of July 1, 2025, (the "Agreement") by and between Pooled Liability Assurance Network Joint Powers Authority ("PLAN" or "Client") and Sedgwick Claims Management Services, Inc. ("Sedgwick").

WHEREAS, PLAN has created a Pooled Workers' Compensation Program (PWCP) to become effective January 1, 2026;

WHEREAS, Client desires Sedgwick to oversee and manage the PWCP and provide risk control services;

NOW, THEREFORE, in consideration of the Agreement recitals and the mutual covenant and conditions contained herein, the Parties acknowledge that the Agreement is hereby amended as follows effective July 1, 2026:

1. Exhibit C is hereby inserted in the Agreement as attached hereto.
2. All terms and conditions of the Agreement shall otherwise remain the same, except those terms and conditions which have been added, deleted, or modified by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the dates shown below.

Pooled Liability Assurance Joint
Powers Authority

Sedgwick Claims Management Services, Inc.

By_____

By_____

Title_____

Title_____

Date_____

Date_____

Exhibit C

Employee Health and Safety Services

Objective

Sedgwick is to provide consultative employee safety and loss control services to assist Client members with general services for the Pooled Liability Assurance Network Workers' Compensation program.

Scope of work

Client members requesting assistance with meeting Cal/OSHA requirements or fulfilling the components of the Injury and Illness Prevention Program (IIPP) will coordinate services directly with Sedgwick. The service will include two service days for each member enrolled in the Pooled Liability Assurance Network Workers' Compensation program.

Job Shadowing and Hazard Analysis

Each job function has its own unique set of risks and exposures to injury. Some functions have tasks inherently more hazardous than others. Job shadowing and hazard analysis examines tasks with the greatest exposure to injury, then offers recommendations on how to minimize injury risk through process improvement, equipment, and related training.

Health and Safety Program Development

Our team will assist in identifying entity-wide and department-specific Cal/OSHA regulatory requirements. A review of existing written programs and procedures can be conducted and, where required, assistance with developing and/or updating programs can be provided.

Safety Training

Members can select from training topics designed to reduce the likelihood of injury as well as topics noted below, virtually or on-site:

- | | |
|---|---------------------------------|
| ➤ Aerial Lift | ➤ Heat Illness |
| ➤ Bloodborne pathogens | ➤ Ladder Safety |
| ➤ Driver Safety | ➤ Personal Protective Equipment |
| ➤ Forklift Safety | ➤ Slips/Trips/Falls |
| ➤ Industrial Ergonomic and Safe Lifting | ➤ Workplace violence prevention |
| ➤ Injury and Illness Prevention Program | ➤ Physical hazard inspection |

Members may also request an on-site physical hazard inspections of their sites or facilities for a detailed evaluation of their exposures, plans, and controls at specific locations. Sedgwick's consultants will coordinate with the member's designated contact to coordinate the time(s) and date(s) for the inspections or program assessment and will provide a written report of their findings.

Cost

The Pooled Liability Assurance Network Workers' Compensation Program shall be billed an additional annual fee of **Two Thousand Nine Hundred Sixty (\$2,960)** per member for services rendered under the Program. Such fee shall be charged to the Program as a program-wide expense and shall not be billed directly to individual participating members. The cost of these services shall be incorporated into and reconciled through PLAN's annual allocation methodology. All expenses associated with the services, including mileage and travel costs, are included in the annual fee.

Scope of Work

Workers' Compensation Loss Reduction

Objective

Sedgwick is to provide consultative employee safety and loss control services to assist Client members with managing their workers compensation exposures.

Scope of work

Client members shall receive assistance with implementing solutions to reduce workers compensation claim frequency and severity. The service will include one service day for each member enrolled in the Pooled Liability Assurance Network Workers Compensation program. Following an analysis of member losses to identify high loss occupations and tasks, services to be provided shall include but not limited to the following:

Job shadowing and hazard analysis

Each job function has its own unique set of risks and exposures to injury. Some functions have tasks inherently more hazardous than others. Job shadowing and hazard analysis examines tasks with the greatest exposure to injury, then offers recommendations on how to minimize injury risk through process improvement, equipment, and related training.

Health and safety program development

Our team will assist in identifying key entity-wide and department-specific programs designed to address high loss functions and activities. A review of existing written programs and procedures can be conducted and, where required, assistance with developing and/or updating programs can be provided.

Safety training

Members can request the following trainings to be conducted virtually or on-site.

- Aerial Lift
- Bloodborne pathogens
- Driver Safety
- Forklift Safety
- Industrial Ergonomic and Safe Lifting
- Injury and Illness Prevention Program
- Heat Illness
- Ladder Safety
- Personal Protective Equipment
- Slips/Trips/Falls
- Workplace violence prevention

Physical hazard inspection

Members may also request an on-site physical hazard inspection of their sites or facilities for a detailed evaluation of their exposures, plans, and controls at specific locations. Sedgwick's consultants will coordinate with the member's designated contact to coordinate the time(s) and date(s) for the inspections or program assessment and will provide a written report of their findings.

Cost

Contract period: January 01, 2026, through June 30, 2026

All members of Pooled Liability Assurance Network Workers Compensation program are entitled to one service day for the contract period. Risk control services described earlier vary in duration and are based on the table below. Expenses, such as mileage and travel fees, are included. The table below outlines the services and not-to-exceed fees.

Service
Rates for Risk Control Services: \$16,000.00
Job shadowing and hazard analysis (one full day on-site service) Includes site visit coordination, on-site time, analysis, report with recommendations, and reference materials
Health and safety program development (one full day on-site and virtual services) Includes review of existing program, interviews, recommendations, and consultative support
Safety training (half day on-site or virtual service) Includes scheduling, preparation, training delivery, and sign-in sheet delivery
Physical hazard inspections (one full day on-site) Includes site visit coordination, on-site time, analysis, report with recommendations, and reference materials

Additional services, such as meeting attendance or consulting research, are billed at a rate of \$185 per hour.

Sedgwick will provide a detailed monthly invoice with payment due within 30 days of receipt of our invoice.