

# ACCEL

## AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY

### FOLLOW FORM EXCESS LIABILITY

#### Memorandum of Coverage Declarations

**Memorandum Number:** MOC0722 – FFXS MOC

**Item 1.**

**Coverage Provider:**

**Authority for California Cities Excess Liability (ACCEL)**

c/o Alliant Insurance Services

560 Mission Street, 6<sup>th</sup> Floor

San Francisco, CA 94105

**Covered Parties: The ACCEL Member Agencies listed below, including any affiliated departments or agencies of these Member Agencies that are listed in the ACCEL Declarations Pages and amendments thereto:**

- City of Anaheim
- City of Bakersfield
- City of Burbank
- City of Modesto
- City of Monterey
- City of Mountain View
- City of Ontario
- City of Palo Alto
- City of Salinas
- City of Santa Barbara
- City of Santa Cruz
- City of Santa Monica
- City of Visalia

**Item 2.**

**Coverage Period:** July 1, 2022 to July 1, 2023

12:01 a.m. Pacific Time

**Item 3.**

**Limits Of Liability:**

\$9,500,000 Any one Occurrence, Wrongful act or offense for Bodily Injury, Property

Damage, Public Officials Errors and Omissions, Employment Practices Liability, or

Personal Injury or any combination thereof in excess underlying insurance and the Retained Limit.

\$38,000,000 Pool All Member Annual Aggregate Limit

**Item 4. Limits Of Underlying Policies:**  
Per Schedule of Underlying Policies (See Endorsement No. 1)

**Item 5. NOTICES TO THE Coverage Provider:**  
At the address and numbers shown at the top of the Declarations Page.

**Item 6. Memorandum of Coverage Form:** MOC0722 – FFXS MOC

**Item 7. Reinsurance:**  
The following reinsures the ACCEL Follow Form Excess Liability Memorandum of Coverage:

Everest Reinsurance Company \$5,000,000 excess \$35,000,000  
Certificate Number: FC10049109-2022

Applied - Continental Indemnity Company \$2,500,000 excess \$40,000,000  
Certificate Number: CI22NPX-01050-02

Upland Specialty Insurance Company \$2,000,000 excess \$42,500,000  
Certificate Number: USXPE0154422

Refer to the reinsurance certificate(s) for claims reporting requirements specific to each reinsurer.

**THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, FOR THIS MEMORANDUM OF COVERAGE AND THE FOLLOWED POLICY, INCLUDING INFORMATION FURNISHED IN CONNECTION THEREWITH WHETHER DIRECTLY OR THROUGH PUBLIC FILING, AND THE MEMORANDUM FORM ATTACHED HERETO, CONSTITUTE THE MEMORANDUM OF COVERAGE.**

Date: July 1, 2022  
\_\_\_\_\_  
MO/DAY/YR.

  
\_\_\_\_\_  
Authorized Representative

# SCHEDULE OF UNDERLYING POLICIES

## Endorsement No. 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Carrier, Policy Number, & Period	Type of Coverage	Limits of Insurance
<b>OTHER UNDERLYING POLICY</b>		
1. Allied World National Assurance Company 0312-4087 07/01/2022 - 07/01/2023	Excess Liability	\$5,000,000 Each Occurrence  <b>Retained Limit:</b> \$10,000,000 Any one Occurrence, Wrongful act or offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof.  Retained Limit \$10,000,000
<b>CONTROLLING UNDERLYING POLICY</b>		
2. Great American E&S Insurance Company 1827326-05 07/01/2022 - 07/01/2023	Special Excess Liability Policy for the Alliant National Municipal Liability (ANML) Program	\$40,000,00 Policy Aggregate  \$10,000,000 Completed Operations Hazard Annual Aggregate  \$10,000,000 Any one Occurrence, Wrongful act or offense for Bodily Injury, Property Damage, Public Officials Errors and Omissions, Employment Practices Liability, or Personal Injury or any combination thereof in excess of your Retained Limit  Retained Limit \$15,000,000
<b>OTHER UNDERLYING POLICY</b>		
3. Gemini Insurance Company CEX09600358-09 07/01/2022 - 07/01/2023	Excess Liability	\$10,000,000 Each Occurrence  \$40,000,000 Aggregate Limit (Where Applicable)  Excess of 2. above Follow Form of Great American E&S Insurance Company 1827326-05 (above)

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

# ACCEL

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#### Memorandum of Coverage

Memorandum Number: MOC0722 – FFXS MOC

In consideration of the payment of premium and in reliance upon the statements in the **Declarations** of this Memorandum of Coverage, ACCEL agrees as follows:

#### I. COVERAGE

This Memorandum of Coverage shall provide the Covered Parties with Excess Liability pooled self-insurance coverage for Ultimate Net Loss in accordance with the terms, conditions, definitions and exclusions contained, on the Inception Date of this Memorandum of Coverage, in the **Controlling Underlying Policy**, further subject to any terms, conditions, definitions and exclusions of this Memorandum of Coverage, including any endorsements attached hereto, inconsistent with or supplementary to the **Controlling Underlying Policy**.

#### II. LIMITS OF LIABILITY

- A. Where an amount is stated for the aggregate limit of liability in **Item 3** of the **Declarations** of this Memorandum of Coverage, that amount is the most ACCEL will pay for all Ultimate Net Loss covered under this Memorandum of Coverage with respect to coverage subject to an aggregate limit of liability in the **Controlling Underlying Policy**. The aggregate limit(s) of liability under this Policy apply in the same manner as the aggregate limit(s) of liability in the **Controlling Underlying Policy**.
- B. Subject to **A.** above, the limit of liability stated in **Item 3** of the **Declarations** of this Memorandum of Coverage is the most ACCEL will pay for all Ultimate Net Loss arising out of any one Occurrence, Wrongful act or offense as stated in the **Controlling Underlying Policy**.
- C. Defense costs covered by this Memorandum of Coverage shall reduce the limits of liability stated in **A.** and **B.** above to the extent defense costs reduce the limits of liability of any **Underlying Policy**.

#### III. RETENTION

- A. The Limits of Liability stated in **Item 3** of the **Declarations** of this Memorandum of Coverage apply in excess of:
  - 1. The total limits of liability of the **Underlying Policies** applicable on a per occurrence, per claim or per loss basis, but in no event less than the total per occurrence, per claim or per loss limits of liability of the **Underlying Policies** stated in **Item 4** of the **Declarations** of this Memorandum of Coverage.
  - 2. The total limits of liability of the **Underlying Policies** applicable on an aggregate basis, but in no event less than the aggregate limits of liability of the **Underlying Policies** stated in **Item 4** of the **Declarations** of this Memorandum of Coverage.
- B. This Memorandum of Coverage will only apply in excess of any reduced or exhausted limits of liability of the **Underlying Policies** to the extent that such reduction or exhaustion is caused by payment of amounts on account of occurrences, claims or loss that are covered under this Memorandum of Coverage.

**The Limits of Liability and Retention apply separately on a per Occurrence basis to each Named Member Agency, inclusive of its affiliated departments or agencies of these Member Agencies that are listed in the ACCEL Declarations Pages and amendments thereto.**

**IV. DEFINITIONS**

The following Definitions apply to this Memorandum of Coverage:

- A. Controlling Underlying Policy** means the policy described in Endorsement No. 1 of the **Declarations** of this Memorandum of Coverage.
- B. Underlying Policies** means each of the policies that are scheduled in the Schedule of Underlying Policies in Endorsement No. 1 of the **Declarations** of this Memorandum of Coverage and any other applicable underlying coverage, including any self-insured retentions or retained limits.

**V. CONDITIONS**

**A. CANCELLATION**

The Named Covered Parties Insured stated in **Item 1** of the **Declarations** or ACCEL shall have the right to cancel this Policy in accordance with the cancellation provisions of the **Controlling Underlying Policy**.

**B. APPEALS**

If the Covered Party or the Covered Party's underlying insurers do not appeal a judgment in excess of the total applicable limits of Underlying Insurance, ACCEL may elect to do so. If the ACCEL appeals, it will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Liability of this Memorandum of Coverage incidental to such an appeal.

**C. CHANGES IN CONTROLLING UNDERLYING POLICY OR INTERVENING POLICY**

If during the Policy Period of this Memorandum of Coverage, the terms, conditions or exclusions of the **Controlling Underlying Policy** or an Intervening Policy are changed in any manner from those in effect on the Inception Date of this Memorandum of Coverage, the Covered Party shall give immediate written notice of the full particulars thereof to ACCEL; such changes will be binding upon the ACCEL absent objection by the ACCEL within ten (10) calendar days.

**D. MAINTENANCE OF UNDERLYING INSURANCE**

While this Memorandum of Coverage is in effect, the Covered Party agrees to maintain the **Underlying Policies** in full force and effect. The Covered Party's failure, or the failure of others, to comply with this **Condition D** will not invalidate this Memorandum of Coverage, but in the event of such failure, ACCEL will only be liable to the same extent as if there had been compliance. In the event of the bankruptcy, insolvency, inability or unwillingness of any underlying insurer to pay claims covered by Underlying Policies we will be liable only to the same extent we would have been liable had the underlying insurer fully paid such claims.

**E. NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The Covered Party shall give written notice as soon as practicable to ACCEL, at the address set forth in **Item 1** of the **Declarations** of this Memorandum of Coverage of any occurrence, offense, claim or suit likely to involve this Memorandum of Coverage. Notice to an underlying insurer shall not constitute notice to ACCEL of this Memorandum of Coverage.

**F. OTHER INSURANCE**

If other valid and collectible insurance is available to the Covered Party covering a loss also covered by this Memorandum of Coverage, other than a Memorandum of Coverage that is specifically written

to apply in excess of this Memorandum of Coverage, the insurance afforded by this Memorandum of Coverage shall apply in excess of and shall not contribute with such other insurance.

**VI. EXCLUSIONS**

Refer to each of the Reinsurance certificate(s) as described in **Item 7** of the **Declarations** of this Memorandum of Coverage for the list of exclusions.

**IN WITNESS WHEREOF**, the Insurer has caused this Memorandum of Coverage to be signed by its duly authorized officer.

Signed by:



\_\_\_\_\_  
**Signature**