# **REQUEST FOR PROPOSALS**

# **FOR**

# INDEPENDENT FINANCIAL AUDIT SERVICES

# **FOR**

Authority for California Cities Excess Liability (ACCEL)

# **RETURN PROPOSALS TO:**

Lorissa Huey – <u>Lorissa.Huey@alliant.com</u> Conor Boughey – <u>cboughey@alliant.com</u> Thomas Joyce – <u>Thomas.joyce@alliant.com</u> ACCEL Program Administrators

ISSUE DATE: DECEMBER 15, 2025

RESPONSES DUE: FEBRUARY 9, 2026 AT 5 P.M.

# REQUEST FOR PROPOSALS FOR INDEPENDENT FINANCIAL AUDIT SERVICES FOR **Authority for California Cities Excess Liability** (ACCEL)

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#### **PURPOSE**

ACCEL is soliciting proposals from qualified auditors to provide financial audit services for the JPA fiscal years ended June 30, 2026, 2027, 2028, 2029 and 2030.

#### **DESCRIPTION OF THE JOINT POWERS AUTHORITY**

The Authority for California Cities Excess Liability was founded in 1986 to provide California cities with a risk financing vehicle for catastrophic losses. ACCEL has thirteen member cities throughout California. ACCEL operates a liability risk pooling program which is subject to an annual independent financial audit, claims audit, and actuarial study. ACCEL allows optional participation in an excess workers' compensation program that involves no shared risk, ACCEL serves as a conduit to jointly purchase coverage. The members of ACCEL are: the City of Anaheim, the City of Bakersfield, the City of Burbank, the City of Modesto, the City of Monterey, the City of Mountain View, the City of Ontario, the City of Palo Alto, the City of Salinas, the City of Santa Barbara, the City of Santa Cruz, the City of Santa Monica, and the City of Visalia.

ACCEL is governed by a thirteen-member Board of Directors. Each member agency appoints a representative to the Board of Directors. The Executive Committee appoints members to its three standing committees (Underwriting, Finance, and Claims). The Underwriting Committee is chaired by the Vice-President, the Finance Committee is chaired by the Treasurer, and the appointed members of the Claims Committee elect its Chair. Ad hoc Committees may be appointed by the President.

For the 2025/26 fiscal year, ACCEL pooled the \$9,000,000 excess of a \$1,000,000 Member Retention. ACCEL charged its members at the 90% confidence level, which is \$1.66 dollars per one-hundred dollars of payroll for the ACCEL self-funded layer of \$4,000,000 excess \$1,000,000 and 80% confidence level, which is \$0.58 dollars per one-hundred dollars of payroll for the \$5,000,000 excess \$5,000,000 ACCEL self-funded layer. All members purchased excess insurance limits to a total amount of \$62,500,000. Members were charged Administrative costs totaling \$910,959. While all members purchased excess insurance for total limits of \$62,500,000, several members chose to purchase an additional \$2,500,000 xs \$62,500,000. These members were: the City of Anaheim, the City of Bakersfield, the City of Burbank, the City of Modesto, the City of Mountain View, the City of Ontario, the City of Palo Alto, the City of Santa Barbara, the City of Santa Monica, and the City of Visalia.

ACCEL's day-to-day operations are administered by Alliant Insurance Services, Inc. (Alliant). Alliant is contracted by ACCEL to provide accounting, risk consulting, insurance brokerage and program administration services. Alliant's responsibility also includes the administration of policies and procedures as set forth by the ACCEL Joint Powers Authority (JPA) Agreement, Bylaws, and by the Board of Directors. ACCEL's accounting is completed by the Alliant staff using QuickBooks.

ACCEL invoices its members annually for the liability and ancillary program contributions.

Auditors are requested to submit a proposal to provide ACCEL with audit services for an initial three year engagement. If ACCEL is satisfied with the services received it is the intention of ACCEL to then extend the services for an additional two years.

#### **SCOPE OF SERVICES**

A. The audit shall be made in accordance with Auditing Standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. These standards include generally accepted auditing standards as adopted by membership of the American Institute of Certified Public Accountants (AICPA), and the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts. The audit shall be made in accordance with generally accepted governmental auditing procedures prescribed by the AICPA and the Industry Audit Guide-Audit of State and Local Governmental Units and the appropriate sections of the Governmental Accounting Standards Board's Statements.

Auditors are expected to be knowledgeable of this program and have the experience to assist the JPA in achieving this reporting standard. Apply appropriate audit procedures to all required and other supplemental information including the combining financial statements, all individual fund financial statements, reconciliations of unpaid claim liabilities and loss development schedules and present an opinion regarding the fair presentation of all supplemental information "in relation to" the financial statements taken as a whole. Conduct an assessment of the JPA's internal controls. Obtain an understanding of the JPA's systems for internal controls sufficient to plan the audit by performing procedures to understand the design of controls relevant to an audit of financial statements, and whether they have been placed in operation. Prepare a written report with any recommendations regarding the auditor's assessment of the internal control structure and control risk including the control environment, risk assessments, control activities, information and communication, and monitoring. Perform tests of compliance with appropriate laws and regulation. Prepare a written report regarding any material findings resulting from the auditor's test of compliance with applicable laws and regulations. Present discussion drafts of the auditor's reports at an exit conference with appropriate JPA personnel. The purpose of this conference is to sustain effective auditor-client communication and provide a check against misunderstandings. Final draft of the Auditor's Opinion letter, Report on Internal Controls, Letter to Management, and any other required communications should be presented per the schedule outlined below.

Working Papers - the auditor shall retain working papers for a period of three (3) years, unless otherwise specified by the JPA. Such working papers shall be available for review and audit by the JPA, representatives of Federal, State and/or County Governments and other individuals designated by the JPA.

- B. The audit shall include a Report on Compliance and on Internal Controls over Financial Reporting in accordance with *Government Auditing Standards*.
- C. Additionally, ACCEL requires:
  - ➤ As summarized under GASB 40
    - o An evaluation of the credit risk;
    - o An evaluation of investments;
  - > Statement of unpaid claims and claims adjustment expenses;
  - > Evaluation of liabilities;
  - Ten year claims development triangle for the liability program with premiums,

- investments, claims and expenses compared to net paid and incurred claims at year end for the past ten years;
- > Statement of Net Assets by Member, Shared Risk Layer and Administration;
- > Statement of Revenues, Expenditures, and changes in net assets by Member, Shared Risk Layer and Administration;
- D. The auditor shall prepare a management letter, if necessary, with statements, observations, opinions, comments, or recommendations with regards to the financial statements of ACCEL and its system of internal controls.
- E. The first annual auditor's report must be completed and delivered to ACCEL in DRAFT form no later than October 1st and in the FINAL format not later than the October Board Meeting Date following the end of the year being audited. Dates for subsequent year's audits will be determined annually. The auditors shall provide electronic (PDF) version of the audit report, and printed bound copies if requested.
- F. The auditor will attend two ACCEL Finance Committee meetings. One prior to the audit engagement to confirm the audit process, and a second meeting after the audit review to outline the Draft audit results to the Committee prior to Board presentation. The auditor will present the audit report to the Board of Directors annually at its October meeting. For each of these meetings the Auditor may present remotely.

#### SCOPE OF PROPOSAL

Proposers shall submit proposals to provide the information requested in this section. Additional information may be provided.

- A. **Organization:** A brief description of your firm. Please include the name of the individual to contact for further information, size of your firm, as well as a summary of similar work or audits performed by your firm in the immediate past two years. Please also include at least three references.
- B. **Personnel:** A description of the qualification of all professional personnel who will be assigned to conduct the audit for ACCEL. Please include a brief resume of each professional and a summary of similar work of audits performed.
- C. **Methodology:** A description of your overall approach to the audit, including the work plan, specific techniques that will be used, specific administrative and operational management expertise, and auditing principles/standards that will be employed. Please provide a statement of assurance that the timeliness of the audit reports can be achieved.
- D. Conflict of Interest: Disclosure of any past or current business or other relationship with ACCEL or any of its members that may have an impact upon the outcome of the audit. Include a listing of any current clients that may have a financial interest in the outcome of the audit.
- E. Cost: Disclose the total contract bid price or cost your firm is proposing to ACCEL.

The total cost must be an exact amount. The cost must be detailed as to classes of personnel to be used in the audit and include the estimated number of hours and cost for each class. Other costs including travel and out-of-pocket costs may also be included. The bid price must be submitted in the following format:

Auditor Classification/Name	Hours	Rate	Total Cost
Travel and other out-of-pocket costs			
Total First Year Fee			

We agree to perform the audit specified at a total cost not to exceed:

\$\_\_\_\_\_\_\_ For the fiscal year ending June 30, 2026

\$\_\_\_\_\_\_ For the fiscal year ending June 30, 2027

\$\_\_\_\_\_\_ For the fiscal year ending June 30, 2028

\$\_\_\_\_\_\_ For the fiscal year ending June 30, 2029

\$\_\_\_\_\_\_ For the fiscal year ending June 30, 2030

If there are cost considerations for in-person vs. virtual presentations to the ACCEL Board at the October Board Meeting, please note these as well.

# **INSURANCE REQUIREMENTS**

Proposers shall procure and maintain, during the entire term of the agreement, insurance pertaining to the activities associated with the agreement. Proposers will be required to obtain, at their own cost and expense, all insurance required in Appendix C. Proposers shall provide evidence of such insurance and endorsements to ACCEL prior to commencing work.

#### **EVALUATION CRITERIA**

- 1. Qualifications
- 2. Staffing and Project Organization
- 3. Fee

#### **SELECTION PROCESS**

Upon receipt of the proposal, ACCEL staff will review each firm's response. Proposals will be reviewed and considered by the ACCEL Finance Committee. The Committee may elect to conduct interviews to further assist in the review process.

ACCEL reserves the right to award the contract to the auditor at its discretion depending upon multiple areas of criteria. Once selected, ACCEL will enter into contract negotiations with the selected firm, as determined by ACCEL at its sole discretion.

Failure to properly address all the items set forth above may disqualify the prospective auditor's proposal. ACCEL reserves the right to reject any and all proposals, to waive any informality, defect or irregularity in a proposal, to conduct contract negotiations with any firm (whether or not it has submitted a proposal), to alter the selection process in any way, to postpone the selection process for its own convenience at any time, to accept or reject any individual subconsultant that a candidate firm proposes to use, and/or to decide whether or not to contract with any firm at its sole discretion. Nothing in this Request for Proposal shall be construed to obligate ACCEL to negotiate or enter into a contract with any particular firm. This Request for Proposal shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind.

#### SUBMISSION DEADLINE

All proposals must be received by e-mail to Lorissa Huey, <u>Lorissa.Huey@alliant.com</u>, with c.c. to Conor Boughey, <u>cboughey@alliant.com</u> and Thomas Joyce, <u>Thomas.joyce@alliant.com</u> by 5:00 p.m. on February 9, 2026. Late proposals will be rejected.

Questions concerning this Request for Proposal should be addressed to:

Lorissa Huey Account Executive ACCEL Program Administrator Alliant Insurance Services, Inc. (415) 403-1467 lorissa.huey@alliant.com

Thomas Joyce Assistant Vice President ACCEL Program Administrator Alliant Insurance Services, Inc. (925) 315-1720 thomas.joyce@alliant.com Conor Boughey
Senior Vice President
ACCEL Program Administrator
Alliant Insurance Services, Inc.
(415) 744-4889
cboughey@alliant.com

#### **SELECTION TIME TABLE**

DATES	ITEMS
December 15, 2025	Issuance of the Request for Proposal.
January 16, 2026	Questions in writing due to Program Administrators by 5:00 p.m.
January 23, 2026	Program Administrators' responses due.
February 9, 2026	Proposals due by 5:00 p.m.
February, 2026	Review proposals.
February - March, 2026	Interview of firms, if necessary. Recommendation made by Finance Committee or Ad Hoc Committee.
March 19/20, 2026	Selection of firm.

ACCEL reserves the right to cancel and/or modify the above dates at any time or to make a dual appointment.

# **APPENDICES**

- A. Auditor Distribution List
- B. ACCEL Member List
- C. Insurance Requirements
- D. ACCEL Most Recent Audit Report

# APPENDIX A AUDITOR DISTRIBUTION LIST

Crowe LLP, Joe Pieksza
62 Memorial Road, Suite 100
West Hartford, CT 06107
(860) 678-9200
Joseph.Pieksza@crowe.com

James Marta and Company, Jim Marta 701 Howe Avenue, Suite E3 Sacramento, CA 95825 (916) 993-9494 jmarta@jpmcpa.com

Moss, Levy & Hartzheim LLP 5800 Hannum Avenue, Suite E Culver City, CA 90230 (310) 670-2745 <a href="mailto:chartzheim@mlhcpas.com">chartzheim@mlhcpas.com</a>

MGO, LLP 2121 North California Blvd., Suite 750 Walnut Creek, CA 94596 blau@mgocpa.com

Cliffton Larson Allen (CLA) LLP 1925 Century Park E 16<sup>th</sup> Floor Los Angeles, CA 90067 (714) 795-5483 Joe.ludin@claconnect.com

Maze & Associates, Katherine Yuen / Amy Meyer 3478 Buskirk Avenue, Suite 217 Pleasant Hill, CA 94523 (925) 228-2800 Katheriney@mazeassociates.com / amym@mazeassociates.com

Gilbert Associates, INC. 2880 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833 (916) 646-6464 bgreen@gilbertcpa.com Eide Bailly 2151 River Plaza Dr., Suite. 308 Sacramento, CA 95833 (916) 570-1880 Jodi L. Daugherty jdaugherty@eidebailly.com

Badawi & Associates 2855 Telegraph Avenue, Suite 312 Berkeley, CA 94705 (510) 768-8251 Ahmed Badawi abadawi@b-acpa.com

The Pun Group
2121 North California Boulevard, Ste. 290
Walnut Creek, CA 94596
Sophia.kuo@pungroup.cpa
Sophia Kuo, Partner
949-777-8809

# APPENDIX B

# **ACCEL MEMBER LIST**

- 1. City of Anaheim
- 2. City of Bakersfield
- 3. City of Burbank
- 4. City of Modesto
- 5. City of Monterey
- 6. City of Mountain View
- 7. City of Ontario
- 8. City of Palo Alto
- 9. City of Salinas
- 10. City of Santa Barbara
- 11. City of Santa Cruz
- 12. City of Santa Monica
- 13. City of Visalia

#### APPENDIX C

#### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, ACCEL requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ACCEL.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

## Additional Insured Status

ACCEL its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

#### Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects ACCEL, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ACCEL, its officers, officials, employees, or volunteers shall be excess of the Contractor's

insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

# Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

#### Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to ACCEL.

#### Waiver of Subrogation

Contractor hereby grants to ACCEL a waiver of any right to subrogation which any insurer of said Contractor may acquire against ACCEL by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ACCEL has received a waiver of subrogation endorsement from the insurer.

## Self-Insured Retentions

Self-insured retentions must be declared to and approved by ACCEL. ACCEL may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or ACCEL. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. ACCEL may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. ACCEL reserves the right to obtain a copy of any policies and endorsements for verification.

## Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to ACCEL.

Claims Made Policies (note – should be applicable only to professional liability, see below) If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

## Verification of Coverage

Contractor shall furnish ACCEL with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by ACCEL before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. ACCEL reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. ACCEL reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that ACCEL is an additional insured on insurance required from subcontractors.

# Special Risks or Circumstances

ACCEL reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# APPENDIX D

# ACCEL MOST RECENT AUDIT REPORT

PLEASE SEE SEPARATE REPORT PROVIDED WITH THIS RFP.