



**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
CORE TOWER I
MEMORANDUM OF COVERAGE
DECLARATIONS**

- ITEM 1: COVERED PARTY:** Local Agency Workers' Compensation Excess Joint Powers Authority / A California Public Agency (LAWCX) member agencies (as endorsed)
- ITEM 2: MEMORANDUM PERIOD:** From July 1, 2023 to July 1, 2024, 12:01 a.m. local time of the **Covered Party** as stated herein
- ITEM 3: STATE:** California
- ITEM 4: RETENTION AND INDEMNITY:**
- A. COVERED PARTY'S RETENTION:**
- \$ 5,000,000 each **occurrence**
- B. LIMIT OF INDEMNITY:**
- Statutory (See attached Schedule of Limits and Coverage Providers)
- PRISM's limit of indemnity, as set forth in ITEM 4 B includes pooled limits that apply to all Members and all **Covered Parties** combined for all **losses** as a result of any one **occurrence**.
- ITEM 5: MEMORANDUM NUMBER:** PRISM-PE 23 EWC-32
- ITEM 6: ESTIMATED PAYROLL:** \$2,337,780,839
- ITEM 7: DEPOSIT PREMIUM:** \$ 5,779,165 (inclusive of all layers & fees)
- This premium is auditable based on final audited payroll
- ITEM 8: FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:** EWC MOC 7/1/2022, Endorsement No. U-1, U-2, U-3, U-4, U-5, 1

Notice: The limits of indemnity shown below include various reinsurance and excess placements with specific limits which are inclusive and not excess of the limits stated above in Item 4.B. The limits of indemnity shown in Item 4.B. apply to all Members and all **Covered Parties** combined in the Core Tower I for all **losses** as a result of any one **occurrence**. Each Coverage Provider listed on the Schedule of Limits and Coverage Providers provides coverage on its own form so there may be some coverage variances as a result of different policy language. Please carefully review all coverage forms.

Countersigned by: *Gina Dean*
Authorized Representative
Public Risk Innovation, Solutions, and Management

Issue Date: June 30, 2023

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
SCHEDULE OF LIMITS AND COVERAGE PROVIDERS
July 1, 2023 to July 1, 2024**

Notice: The limits of indemnity shown below include various reinsurance and excess placements with specific limits which are inclusive and not excess of the limits stated herein. The limits of indemnity shown below apply to all Members and all **Covered Parties** combined in the Core Tower for all **losses** as a result of any one **occurrence**. Each Coverage Provider listed below provides coverage on its own form so there may be some coverage variances as a result of different policy language. Please carefully review all coverage forms.

No.	Limit of Indemnity	Coverage	Coverage Provider	Policy Number
A)	\$ 0 excess of \$5,000,000 This layer is reinsured by Great American Insurance Company	Workers' Compensation and Employers' Liability	Public Risk Innovation, Solutions, and Management	PRISM-PE 23 EWC-32
B)	\$45,000,000 excess of \$5,000,000 This layer is reinsured by ACE American Insurance Company	Workers' Compensation	Public Risk Innovation, Solutions, and Management	PRISM-PE 23 EWC-32
C)	Statutory excess of \$50,000,000	Workers' Compensation	Liberty Insurance Corporation	EW7-64N-444785-013

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)

EXCESS WORKERS' COMPENSATION PROGRAM MEMORANDUM OF COVERAGE

Public Risk Innovation, Solutions, and Management (hereinafter PRISM) agrees with the **Covered Party** named in the Declarations made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Memorandum, as follows:

COVERAGE AGREEMENTS

I. APPLICATION OF MEMORANDUM: This Memorandum applies to **loss** sustained by the **Covered Party** because of liability imposed upon the **Covered Party** by:

A. The **Workers' Compensation Act** of California or the **Workers' Compensation Act** of any state other than California, provided that California is the injured **employee's** normal state of employment or residence, or

B. "Employers' Liability"

on account of **bodily injury or occupational disease** sustained by **employees** of the **Covered Party**, while engaged in operations of the **Covered Party**, as a result of **occurrences** taking place during the coverage period and while this Memorandum is in force.

The indemnity afforded by this Memorandum under Coverage Agreement I.B. for **loss** because of liability imposed by "Employers' Liability" applies only as respects such operations in California including **employees** who are regularly engaged in such operations in California but who may be temporarily outside California in connection with such operations. As respects liability imposed by "Employers' Liability", PRISM shall have no obligation to indemnify the **Covered Party** for damages imposed in any lawsuit brought in, or any judgment rendered by, any court outside of the United States of America, its territories or possession, or Canada, or to any action on such judgment wherever brought.

PRISM's liability under Coverage Agreement I.B. includes **bodily injury or occupational disease** to the master and members of the crew of a vessel, subject to the following:

A. The **bodily injury or occupational disease** must occur in the territorial limits of, or the operation of a vessel sailing directly between the ports of the Continental United States of America, Alaska, Hawaii, or Canada.

B. This coverage does not apply to:

1. **bodily injury or occupational disease** covered by a

protection and indemnity coverage or similar policy issued to or on behalf of the **Covered Party**

2. The duty to provide transportation, wages, and maintenance.

- II. **RETENTION AND INDEMNITY:** As respects **loss**, which the **Covered Party** sustains as a result of each **occurrence**, the **Covered Party** shall retain **loss** in the amount of the **Covered Party's** Retention specified in the Declarations, and PRISM agrees to indemnify the **Covered Party** against **loss** in excess of such Retention. Notwithstanding the application of this Memorandum to **loss** sustained by the **Covered Party** under Coverage Agreements I.A. or I.B., and regardless of the number of entities named in the Declarations, or otherwise qualifying as **Covered Parties**, the maximum amount of the **Covered Party's** Retention and the maximum limit of PRISM's indemnity hereunder shall not exceed the amounts specified in the Declarations.

DEFINITIONS

Wherever used in this Memorandum, the following definition of terms shall apply:

- I. **BODILY INJURY:** The term **bodily injury** shall include death resulting therefrom but shall not include **occupational disease**.
- II. **COMMUNICABLE DISEASE** shall mean a disease caused by an infectious organism, which is transmissible from one source to another, directly or indirectly.
- III. **COVERED PARTY** shall include all entities named in the Declarations and any related "employer" as defined by any applicable **Workers' Compensation Act**.
- IV. **EMPLOYEE:** The term **employee** shall mean any person performing work which renders the **Covered Party** liable under any **Workers' Compensation Act** for **bodily injury** or **occupational disease** sustained by such person.
- V. **JOINT POWERS AGREEMENT** or **AGREEMENT** shall mean the Joint Powers Agreement, as amended, creating PRISM.
- VI. **LOSS:** The term **loss** shall mean only such amounts as are actually paid by the **Covered Party** as benefits under the applicable **Workers' Compensation Act**, or in payment of amounts imposed upon the **Covered Party** by "Employers' Liability", in settlement of claims for such benefits or damages, or satisfaction of awards or judgments for such benefits and damages, including court costs, interest upon awards or judgments, and allocated investigation, adjustment and legal expenses, but the term **loss** shall not include as expenses, salaries paid to **employees** of the **Covered Party**, nor fees and retainers paid to any service organization.

Notwithstanding the foregoing, **loss** does not include any amounts paid by the **Covered Party** as benefits, or in payment of amounts imposed upon the **Covered Party** by Employers' Liability, deriving solely from any **Covered Party's** enactment, resolution or other act establishing either a presumption of work-related illness or

injury or any other expansion of benefits beyond those prescribed by the applicable **Workers' Compensation Act**. Despite any such enactment resolution or act, the **Covered Party** shall retain the burden of establishing **loss** within the Memorandum of Coverage.

- VII. **OCCUPATIONAL DISEASE:** The term **occupational disease** shall include death resulting therefrom and cumulative injuries.
- VIII. **OCCURRENCE:** (A) All **bodily injury** sustained by one or more **employees**, as a result of a single accident or event, shall be deemed to arise from a single **occurrence**. (B) **Occupational disease** sustained by each **employee** shall be deemed to arise from a separate **occurrence**, and the **occurrence** shall be deemed to take place on the last day of the last exposure, in the employment of the **Covered Party**, to conditions causing or aggravating the disease or the date upon which the employee first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by his or her employment with the **Covered Party**, whichever comes first. (C) All **occupational disease** sustained by one or more **employees** as a result of an outbreak of the same **communicable disease** shall be deemed to arise from a single **occurrence**. An outbreak of the same **communicable disease** that spans more than one coverage period shall be deemed to take place during the first such coverage period.
- IX. **WORKERS' COMPENSATION ACT:** The term **Workers' Compensation Act** shall include any separate occupational disease act, but shall not include the non-occupational disability benefit provisions of any such act. The term **Workers' Compensation Act** includes the United States Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950). Coverage for **loss** shall be limited, by amount and time of payment, to the benefits, which would be available under the **Workers' Compensation Act** of the state where the injured employee is normally employed, if that law applied.

EXCLUSIONS

Liability under Coverage Agreement I.A. does not apply to:

- I. The **Covered Party's** obligation to pay salary in lieu of temporary disability benefits as required by Labor Code Section 4850 or the **Covered Party's** obligation to pay wages or salary as required by Education Code Sections 44984 and 45192, except to the extent that the **Covered Party** would be obligated to pay temporary disability benefits if Labor Code Section 4850 or Education Code Sections 44984 and 45192 did not apply;
- II. The **Covered Party's** obligations pursuant to Labor Code Section 4856;
- III. Punitive or Exemplary Damages, fines or penalties assessed against or imposed upon the **Covered Party**:
 - A. On account of **bodily injury** or **occupational disease** sustained by any

employee; or

- B. On account of the conduct of the **Covered Party** or any of its agents (i) in the investigation, trial or settlement of any claim for benefits under the applicable **Workers' Compensation Act** or for damages at law, or (ii) in failing to pay or delaying the payment of any such benefits or damages; or
- C. On account of violation of any statute or regulation; or
- D. On account of **bodily injury** or **occupational disease** intentionally caused or aggravated by the **Covered Party**; or
- E. On account of **bodily injury** arising out of termination of employment; or
- F. On account of **bodily injury** arising out of the coercion, demotion, reassignment, discipline, defamation, harassment or humiliation of, or discrimination against any **employee**.

Liability under Coverage Agreement I.B. does not apply to:

- I. Liability assumed by the **Covered Party** under any contractual agreement;
- II. **Bodily injury** or **occupational disease** to an employee while employed in violation of law with the actual knowledge of the **Covered Party**;
- III. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- IV. **Bodily injury** or **occupational disease** intentionally caused or aggravated by the **Covered Party**;
- V. Loss arising out of the coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any **employee** or any personnel practices, policies, acts or omissions;
- VI. Fines or penalties assessed against or imposed upon the **Covered Party** on account of violation of any statute or regulation;
- VII. Loss arising out of operations for which the **Covered Party** has violated or failed to comply with any Workers' Compensation Law;
- VIII. Loss arising out of operations for which the **Covered Party** has rejected any Workers' Compensation Law;
- IX. Punitive or Exemplary Damages, fines or penalties assessed against or imposed upon the **Covered Party**.

CONDITIONS

- I. **PREMIUMS:** The Board of Directors of PRISM shall assess the premium for the Excess Workers' Compensation Program to participating **Covered Parties**. Such premiums shall be calculated in accordance with Article 14 of the **Joint Powers Agreement**.
- II. **VOLUNTEERS:** This Memorandum shall apply to **loss** on account of **bodily injury** or **occupational disease** sustained by volunteer workers while acting within the scope of their duties for or on behalf of the **Covered Party**, provided that, prior to the **occurrence**, the Governing Board of the **Covered Party** has adopted a resolution as provided in Division 4, Part 1, Chapter 2, Article 2, of the California Labor Code, declaring such volunteer workers to be **employees** of the **Covered Party** for purposes of the **Workers' Compensation Act**; or provided that such volunteer workers are statutorily deemed by the **Workers' Compensation Act** to be **employees** for the purposes of workers' compensation.
- III. **ADMINISTRATION AND REPORTING OF CLAIMS:** The **Covered Party** shall be responsible for the investigation, settlement, defense or appeal of any claim made or suit brought, or proceeding instituted against the **Covered Party**, and the **Covered Party** shall have the duty to give immediate notice to PRISM upon learning of any of the following:
 - A. Any **occurrence** for which total incurred (paid to date plus remaining reserves) exceeds 50% of the **Covered Party's** Retention;
 - B. Any **occurrence** which causes serious injury to two or more employees;
 - C. Any **occurrence** which results in:
 1. A fatality;
 2. An amputation of a major extremity;
 3. Any serious head injury (including skull fracture or loss of sight of either or both eyes);
 4. Any injury to the spinal cord;
 5. Any second or third degree burn of 25% or more of the body;
 6. A permanent total disability as defined in the **Workers' Compensation Act** of the State of California;
 - D. The reopening of any case in which a further award might exceed 50% of the **Covered Party's** retention.

The **Covered Party** shall not make any voluntary settlement or voluntarily make a lump sum payment or commutation or one-time payment in lieu of periodic indemnity payments to **employees** or their dependents involving **loss** to PRISM except with the prior written consent of PRISM.

The **Covered Party** shall promptly forward to PRISM any requested information on

individual **occurrences** claims, or cases, and shall provide such information to PRISM within thirty (30) days in a form satisfactory to PRISM, including the amounts paid and the estimated future payments or outstanding reserves.

PRISM, at its own election and expense, shall have the right to participate with the **Covered Party** in, or to assume in the name of the **Covered Party**, control over the investigation, settlement, defense, or appeal of any claim, suit, or proceeding, which might involve liability of PRISM.

- IV. **SERVICE ORGANIZATION:** As a condition precedent to recovery hereunder, it is agreed that the **Covered Party** will engage one or more service organizations and/or in-house staff acceptable to PRISM to perform on behalf of the **Covered Party**, and without charge to PRISM, such services as may be acceptable to PRISM during the currency of this Memorandum and until the final settlement of all claims arising out of **occurrences** which take place while this Memorandum is in force. The performance of such services shall not constitute any undertaking on behalf of PRISM, nor relieve the **Covered Party** of any of its obligations under the terms of this Memorandum.
- V. **ASSISTANCE AND COOPERATION:** In the event PRISM elects to participate with the **Covered Party** in, or to assume in the name of the **Covered Party**, control over the investigation, defense, or appeal of any claim, suit, or proceeding, the **Covered Party** shall cooperate to the fullest extent with PRISM and its representatives.

Upon PRISM's request, the **Covered Party** shall direct its service organization and/or other representatives to cooperate with and assist PRISM in all matters relative to such investigation, settlement, defense, or appeal.

If PRISM elects to assume control as described above, PRISM shall give written notice of such election to the **Covered Party**. Upon receipt of such written notice, the **Covered Party** shall not, except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than such immediate medical or other services at the time of injury as are required by the **Workers' Compensation Act** or such immediate medical and surgical relief as may become imperative at the time of an **occurrence**.

- VI. **LOSS PAYABLE:** PRISM shall pay any **loss** for which it may be liable under this Memorandum in the following manner:
- A. As respects Coverage Agreements I.A., payment shall first be made by the **Covered Party** in accordance with the provisions of the **Workers' Compensation Act**, and PRISM shall reimburse the **Covered Party** for such **loss** periodically, at intervals of not less than one (1) month, upon receipt from the **Covered Party** of proofs of payment which is acceptable to PRISM in content and form.
 - B. As respects Coverage Agreement I.B., liability under this Memorandum with respect to any **occurrence** shall not attach unless and until PRISM's

liability shall have been fixed and rendered certain either by final judgment against the **Covered Party** after actual trial or by written agreement of the **Covered Party**, the claimant, and PRISM. Such **losses** shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this Memorandum.

VII. **PAYMENTS THE COVERED PARTY MUST MAKE:** The **Covered Party** shall be responsible for any payments in excess of the benefits regularly provided by the **Workers' Compensation Act**, including but not limited to those required because:

- A. of serious and willful misconduct on the part of the **Covered Party**;
- B. the **Covered Party** knowingly employs an employee in violation of the law;
- C. the **Covered Party** fails to comply with a health or safety law or regulation; however, this does not apply to recommendations promulgated by the Joint Commission for Accreditation of Health;
- D. of discharge, coercion, or discrimination against any employee in violation of the **Workers' Compensation Act**;
- E. of claims relating to or in any way arising out of California Labor Code Section 132(a);
- F. of the unreasonable delay or failure to make payments of compensation by or on behalf of the **Covered Party**, including the legal fees associated with defending resulting claims or suits;
- G. the **Covered Party** violates or fails to comply with the **Workers' Compensation Act**.

If PRISM makes any payments on behalf of the Covered Party in excess of the benefits regularly provided by the Workers' Compensation Act, the Covered Party will reimburse PRISM promptly.

VIII. **SUBROGATION:** In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

- IX. **INSPECTION AND AUDIT:** PRISM shall be permitted but not obligated to inspect the **Covered Party's** operations at any time. Neither PRISM's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **Covered Party** or others to determine or warrant that such operations are safe or harmful, or are in compliance with any law, rule or regulation. PRISM may examine and audit the **Covered Party's** books and records at any time during the currency hereof and until three (3) years after the final settlement of all claims or payments made on account of accident or disease occurring during the term of this Memorandum as far as such books and records relate to the subject matter of this Memorandum.
- X. **OTHER COVERAGE:** If the **Covered Party** has other coverage against a **loss** covered by this Memorandum, PRISM's coverage shall apply in excess of any other coverage.
- XI. **BANKRUPTCY AND INSOLVENCY:** In the event of the bankruptcy or insolvency of the **Covered Party** or any entity comprising the **Covered Party**, PRISM shall not be relieved thereby of the payment of any claims under this Memorandum because of such bankruptcy or insolvency.
- XII. **ASSIGNMENT:** No assignment of the **Covered Party's** interest hereunder shall be binding upon PRISM unless its consent is endorsed hereon.
- XIII. **NOTICE OR PAYMENT:** If more than one entity qualifies as a **Covered Party** under the definition of **Covered Party** or by endorsement to this Memorandum, all notices, stipulations and payments to or by the entity first named in the Declarations shall be binding upon all other **Covered Parties**.
- XIV. **CHANGE OR WAIVER:** The terms of this Memorandum shall not be waived or changed except by endorsement issued to form a part hereof, signed by a duly authorized representative of PRISM.
- XV. **CANCELLATION:** This Memorandum may be canceled by the **Covered Party** only at the end of the Memorandum Period and pursuant to the provisions of Article 20(b) of the **Joint Powers Agreement**. PRISM may cancel this agreement pursuant to the provisions of Article 21 (a)(1) and (a)(2) of the **Joint Powers Agreement** or PRISM's invoice and premium payment policy as established by the Board of Directors. This Memorandum does not apply to any **loss** as a result of any **occurrences** taking place at or after the effective date of any such cancellation.

Any return of unearned premium in the event of cancellation by PRISM shall be determined pursuant to Article 22 of the **Joint Powers Agreement**.

- XVI. **ACCEPTANCE:** By acceptance of this Memorandum, the **Covered Party** agrees that each of the persons, firms or organizations named in the Declarations as the **Covered Party** is, or upon learning of the necessity therefore will become, qualified to operate with the permission of the proper authorities as a self-insurer under the **Workers' Compensation Act** of California; that the statements in the application for this Memorandum are the **Covered Party's** agreements and representations; that this Memorandum embodies all agreements existing between the **Covered Party** and PRISM or any of its agents relating to this coverage; and that full compliance by the **Covered Party** with all the terms of this Memorandum is a condition precedent to PRISM's liability hereunder.
- XVII. **CONFORMANCE WITH WORKERS' COMPENSATION ACT:** Any term of this Memorandum which conflicts with any provision of the California **Workers' Compensation Act** is changed by this provision to conform to said law.
- XVIII. **CARVE OUTS:** In the event a **Covered Party** is considering entering into a labor management agreement that establishes an alternative dispute resolution process pursuant to Labor Code Section 3201.7, with one or more bargaining unit(s), to amend any portion of the Workers' Compensation claims process, that proposed carve out agreement must be submitted to PRISM for review prior to implementation. Failure to provide such documentation prior to implementation may result in the benefits provided under such carve out agreement, and any expenses related thereto, not being covered under this Memorandum of Coverage.

IN WITNESS WHEREOF, PRISM has caused this Memorandum to be executed and attested, but this Memorandum shall not be valid unless countersigned by an authorized representative of PRISM.

ENDORSEMENT NO. U-1

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)
EXCESS WORKERS' COMPENSATION**

WAR AMENDATORY ENDORSEMENT

It is understood and agreed that this Memorandum shall not apply to **loss** directly or indirectly caused by, resulting from or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, regardless of any other cause or event contributing concurrently or in any sequence to the **loss**.

This Memorandum shall also not apply to **loss** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PRISM 23 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-2

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)
EXCESS WORKERS' COMPENSATION**

WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. SUBROGATION: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PRISM 23 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative

Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-3

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)
EXCESS WORKERS' COMPENSATION**

LOSSES INVOLVING MULTIPLE MEMBERS

It is understood and agreed that this Memorandum shall apply, as follows, to losses involving multiple members:

Each member's final retention allocation will be calculated based on its pro rata percentage share of the "final loss valuation" times its retention specified in the Declarations of this Memorandum. The retention specified in the Declarations of this Memorandum will be applied until the "final loss valuation" is determined, as outlined below.

The total incurred for all members in a particular tower involved in the loss will be evaluated five years from the end of the coverage period in which the loss occurs, and will be used as the "final loss valuation" for determination of the final retention and limits allocations.

If the total loss for all members in a particular tower involved in a single occurrence exceeds the maximum Program limit of indemnity, allocation of liability for the excess amount will also be determined based on each member's pro rata percentage share of the "final loss valuation".

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PRISM 23 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative

Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-4

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)
EXCESS WORKERS' COMPENSATION**

**OFF-DUTY, OUT-OF-STATE PEACE OFFICER INJURY (AB 1749)
ENDORSEMENT**

It is understood and agreed that this Memorandum shall not apply to **bodily injury** or **occupational disease** sustained by a peace officer who was at the time of the **occurrence**:

- a. off-duty,
- b. not acting under the immediate direction of his or her employer, and
- c. outside the state of California.

However, this exclusion shall not apply to **bodily injury** or **occupation disease** sustained by a peace officer under such circumstances if:

- a. the peace officer was engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace; and
- b. prior to the **occurrence**, the Governing Board of the **Covered Party** has adopted a resolution, as provided for in California Labor Code Section 3600.2, subdivision (b)(4), accepting liability for such injury under the **Workers' Compensation Act**.

"Peace officer" for purposes of this Endorsement has the definition stated in Section 50920 of the California Government Code.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PRISM 23 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-5
PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT (PRISM)
EXCESS WORKERS' COMPENSATION

OCCURRENCE DEFINITION AMENDATORY ENDORSEMENT

It is understood and agreed that the DEFINITIONS section of the Memorandum of Coverage is amended as follows:

Section VIII. **OCCURRENCE** is hereby deleted and replaced by the following:

VIII. **OCCURRENCE**: (A) All **bodily injury** sustained by one or more **employees** involving one or more **Covered Parties**, from any one disaster, accident or event, or any series of disasters, accidents, or events, and is traceable to the same single disaster, accident or event, or series of disasters accidents or events, shall be deemed to arise from a single **occurrence**; however, any one **occurrence** shall be limited to no more than seven calendar days such that each individual employee claimant's date of injury must fall within the seven calendar day period. PRISM may choose the date when any such seven calendar day period begins, provided that it is not earlier than the date and time of the first recorded employee claimant's date of injury, and provided that no two periods overlap. Should this Memorandum expire or terminate while an **occurrence** covered hereunder is in progress, PRISM will be responsible for its portion of **loss** arising from such **occurrence** under this Memorandum through the conclusion of the seven calendar day period, even if such period extends beyond the term of this Memorandum, subject to the terms and conditions hereof, provided that no amount of **loss** for the same **occurrence** shall be claimed against any renewal or replacement of this Memorandum. (B) **Occupational disease** and **communicable disease** sustained by each **employee** shall be deemed to arise from a separate **occurrence**, and the **occurrence** shall be deemed to take place on the last day of the last exposure, in the employment of the **Covered Party**, to conditions causing or aggravating the disease OR the date upon which the **employee** first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by his or her employment with the **Covered Party**, whichever comes first.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PRISM 23 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 30, 2023



Authorized Representative

Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. 1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT EXCESS WORKERS' COMPENSATION

COVERED PARTY AMENDATORY ENDORSEMENT

It is understood and agreed that the **Covered Party** is amended to include the following:

City of Alameda

Bay Cities Joint Powers Insurance Authority (BCJPIA)

City of Albany

City of Brisbane

Town of Corte Madera

City of Emeryville

Town of Fairfax

City of Larkspur

City of Menlo Park

City of Mill Valley

City of Novato

City of Piedmont

Town of San Anselmo

City of Sausalito

Town of Tiburon

Central Marin Fire Authority

Central Marin Police Authority

City of Union City

City of Benicia

California Housing Workers' Compensation Authority (CHWCA)

Area Housing Authority of the County of Ventura

Housing Authorities of the City of Eureka and County of Humboldt

Housing Authority of the City and County of Fresno

Housing Authority of the City of Alameda

Housing Authority of the City of Benicia

Housing Authority of the City of Madera

Housing Authority of the County of Merced

Housing Authority of the City of Paso Robles

Housing Authority of the City of Riverbank

Housing Authority of the City of San Luis Obispo

Housing Authority of the City of Santa Barbara

Housing Authority of the County of Alameda

Housing Authority of the County of Butte

Housing Authority of the County of Contra Costa

Housing Authority of the County of Kern

Housing Authority of the County of Kings

Housing Authority of the County of Marin

Housing Authority of the County of San Bernardino

Housing Authority of the County of San Joaquin
Housing Authority of the county of San Mateo
Housing Authority of the County of Santa Clara
Housing Authority of the County of Tulare
Monterey County Housing Authority
Plumas County Community Development Commission
Regional Housing Authority
Sacramento Housing & Redevelopment Agency
San Diego Housing Commission
Stanislaus Regional Housing Authority
Yolo County Housing
Central Contra Costa Transit Authority (CCCTA)
Central San Joaquin Valley Risk Management Authority (CSJVRMA)
City of Angels Camp
City of Arvin
City of Atwater
City of Avenal
City of Ceres
City of Chowchilla
City of Corcoran
City of Delano
City of Dinuba
City of Dos Palos
City of Escalon
City of Exeter
City of Farmersville
City of Firebaugh
City of Fowler
City of Gustine
City of Hughson
City of Huron
City of Kerman
City of Kingsburg
City of Lathrop
City of Lemoore
City of Livingston
City of Los Banos
City of Madera
City of Maricopa
City of McFarland
City of Mendota
City of Newman
City of Oakdale
City of Orange Cove
City of Parlier
City of Patterson
City of Porterville
City of Reedley
City of Ripon

City of Riverbank
City of San Joaquin
City of Sanger
City of Selma
City of Shafter
City of Sonora
City of Sutter Creek
City of Taft
City of Tehachapi
City of Tracy
City of Tulare
City of Wasco
City of Waterford
City of Woodlake

City of Clovis

City of Coronado

City of Encinitas

Fire Risk Management Services (FRMS)

Adin Fire Protection District

Alta Fire Protection District

Amador Fire Protection District

American Canyon Fire Protection District

Anderson Fire Protection District

Arbuckle-College City Fire Protection District

Bald Mountain Fire Protection District

Big Valley Fire Protection District

Bolinas Fire Protection District

Bridgeport Fire Protection District

Burbank-Paradise Fire Protection District

Cachagua Fire Protection District

Canby Volunteer Fire Department

Carlotta Community Services District

Carmel Highlands Fire Protection District

Castella Fire Protection District

Cazadero Community Services District

Cedarville Fire Protection District

Central Calaveras Fire and Rescue Protection District

Chalfant Valley Fire Department Community Service District

Clements Rural Fire Protection District

Cloverdale Fire Protection District

Coastside Fire Protection District

Collegeville Fire Protection District

Copperopolis Fire Protection District

Cordelia Fire Protection District

Cottonwood Fire Protection District

Covelo Fire Protection District

Crescent Mills Fire Protection District

Cypress Fire Protection District

Daggett Community Services District
Davis Creek Fire Protection District
Denair Fire Protection District
Diamond Springs/El Dorado Fire Protection District
Douglas City Community Services District
Doyle Fire Protection District
Eastern Plumas Rural Fire Protection District
El Dorado County Fire Protection District
Escalon Consolidated Fire District
Fairview Fire Protection District
Farmington Rural Fire Protection District
Ferndale Fire Protection District
Foresthill Fire Protection District
Fort Bidwell Fire District
Fort Bragg Fire Protection Authority
Fort Dick Fire Protection District
French Camp-McKinley Rural Fire Protection District
Fresno County Fire Protection District
Garberville Fire Protection District
Gasquet Fire Protection District
Gazelle Fire Protection District
Georgetown Fire District
Gold Ridge Fire Protection District
Graeagle Fire Protection District
Graton Fire Protection District
Happy Valley Fire Protection District
Hayfork Fire Protection District
Huntington Lake Volunteer Fire Department
Hyampom Community Services District
Independence Fire Protection District
Indian Valley Community Services District
Janesville Fire Protection District
Junction City Fire Protection District
June Lake Fire Protection District
Kanawha Fire Protection District
Kelseyville Fire Protection District
Kentfield Fire Protection District
Kenwood Fire Protection District
Keyes Fire Protection District
Klamath Fire Protection District
Lake City Volunteer Fire Department
Lake County Fire Protection District
Lake Forest Fire Protection District
Lathrop-Manteca Fire Protection District
Lee Vining Fire Protection District
Leggett Valley Fire Protection District
Liberty Rural County Fire Protection District
Linden-Peters Rural Fire Protection District
Little Lake Fire Protection District

Lockwood Fire Protection District
Loma Rica/Browns Valley Community Services District
Lone Pine Fire Department
Long Valley Community Services District
Lookout Fire Protection District
Mammoth Lakes Fire Protection District
Meadow Valley Fire Protection District
Meeks Bay Fire Protection District
Milford Fire District
Millville Fire Protection District
Mokelumne Hill Fire Protection District
Mokelumne Rural County Fire Protection District
Mono City Volunteer Fire Protection District
Monte Rio Fire Protection District
Monterey County Regional Fire District
Moraga-Orinda Fire Protection District
Mosquito Fire Protection District
Mountain Gate Community Services District
Mountain Valley Fire Department
Mountain View Fire Protection District
Murphys Fire Protection District
Newberry Community Services District
Newcastle Fire Protection District
North County Fire Protection District
North San Juan Fire Protection District
North Sonoma Coast Fire Protection District
North Tahoe Fire Protection District
Northern Sonoma County Fire Protection District
Novato Fire Protection District
Occidental Community Services District
Olancho Community Service District
Ophir Hill Fire Protection District
Orange Cove Fire Protection District
Paradise Fire Protection District
Peardale-Chicago Park Fire Protection District
Peninsula Community Services District
Penryn Fire Protection District
Petrolia Fire Protection District
Pioneer Fire Protection District
Plumas Eureka Community Services District
Post Mountain Public Utility District
Prattville-Almanor Fire Protection District
Princeton County Fire Protection District
Quincy Fire Protection District
Rescue Fire Protection District
Rio Dell Fire Protection District
Ripon Consolidated Fire District
Rodeo-Hercules Fire Protection District
Ross Valley Fire Department

Sacramento River Fire Protection District of Colusa County
Salida Fire Protection District
Salyer Community Service District
Santa Margarita Fire Protection District
Schell-Vista Fire Protection District
Scott Valley Fire Protection District
Shasta Lake Fire Protection District
Shaver Lake Volunteer Fire Department
Sierra City Volunteer Fire Protection District
Sierra Valley Fire Protection District
Smith River Fire Protection District
Sonoma County Fire District
Sonoma Valley Fire District
South Lake County Fire Protection District
South Monterey County Fire Protection District
South Placer Fire Protection District
Southern Inyo Fire Protection District
Southern Marin Fire Protection District
Southern Trinity Volunteer Fire Department
Spalding Community Service District
Standish-Litchfield Fire District
Stanislaus Consolidated Fire Protection District
Stones-Bengard Community Service District
Suisun Fire Protection District
Susan River Fire Protection District
Sutter Basin Fire District
Sutter Creek Fire Protection District
Telegraph Ridge Fire Protection District
Thornton Rural County Fire Protection District
Tiburon Fire Protection District
Timber Cove Fire Protection District
Turlock Rural Fire Protection District
Vacaville Fire Protection District
Valley Center Fire Protection District
Walnut Grove Fire Protection District
Waterloo-Morada Rural County Fire Protection District
West Almanor Community Services District
West Point Fire Protection District
Westport Fire Protection District
Westport Volunteer Fire Department
West Stanislaus County Fire Protection District
Wheeler Crest Fire Protection District
Whitethorn Fire Protection District
Willow Ranch Fire District
Woodbridge Rural Fire Protection District
Woodland Avenue Fire Protection District

City of Gilroy

City of Livermore

City of Lodi

Town of Los Gatos
City of Merced
City of Morgan Hill
City of Newark
City of Placentia
City of Pleasanton
Public Entity Risk Management Authority (PERMA)
 City of Banning
 City of Barstow
 City of Blythe
 City of Canyon Lake
 City of Cathedral City
 City of Coachella
 City of Colton
 City of Desert Hot Springs
 City of Hesperia
 City of Holtville
 City of La Mesa
 City of Murrieta
 City of Norco
 City of Perris
 City of Rancho Mirage
 City of San Jacinto
 City of Victorville
 City of Westmorland
 Public Entity Risk Management Authority (PERMA Administration)
 Sunline Transit Agency
City of Roseville
City of San Leandro
City of Santa Maria
City of Santee
Shared Agency Risk Pool (SHARP)
 City of American Canyon
 Town of Los Altos Hills
 City of Saratoga
 Town of Ross
 Town of Woodside
Small Cities Organized Risk Effort (SCORE)
 City of Biggs
 City of Colfax
 City of Dunsmuir
 City of Etna
 City of Live Oak
 City of Loyalton
 City of Montague
 City of Mt. Shasta

City of Portola
City of Rio Dell
City of Shasta Lake
City of Susanville
City of Tulelake
City of Weed
City of Yreka
Town of Loomis

City of South Lake Tahoe

City of Suisun City

City of Vacaville

Vector Control Joint Powers Agency (VCJPA)

Alameda County Mosquito Abatement District

Burney Basin Mosquito Abatement District

Butte County Mosquito and Vector Control District

Coachella Valley Mosquito and Vector Control District

Coalinga-Huron Mosquito Abatement District

Colusa Mosquito Abatement District

Compton Creek Mosquito Abatement District

Consolidated Mosquito Abatement District

Contra Costa Mosquito and Vector Control District

Delta Mosquito and Vector Control District

Durham Mosquito Abatement District

Fresno Mosquito and Vector Control District

Glenn County Mosquito and Vector Control District

Greater Los Angeles County Vector Control District

Kings Mosquito Abatement District

Lake County Vector Control District

Los Angeles County West Vector Control District

Marin-Sonoma Mosquito and Vector Control District

Monterey County Mosquito Abatement District

Mosquito and Vector Management District of Santa Barbara County

Napa County Mosquito Abatement District

Northwest Mosquito and Vector Control District

Orange County Mosquito and Vector Control District

Pine Grove Mosquito Abatement District

Placer Mosquito and Vector Control District

Sacramento-Yolo Mosquito and Vector Control District

San Gabriel Valley Mosquito and Vector Control District

San Joaquin County Mosquito and Vector Control District

San Mateo County Mosquito and Vector Control District

Shasta Mosquito and Vector Control District

Sutter-Yuba Mosquito and Vector Control District

Tehama County Mosquito and Vector Control District

Turlock Mosquito Abatement District

West Valley Mosquito and Vector Control District

City of Vista


It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: **Memorandum No.:** PRISM-PE 23 EWC-32

Issued to: Local Agency Workers' Compensation Excess Joint Powers Authority / A California Public Agency (LAWCX) member agencies (as endorsed)

Issue Date: June 30, 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management