



**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION PROGRAM  
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, 2024 to July 1, 2025, 12:01 a.m. local time of the **Covered Party** as stated herein
- ITEM 3: STATE:** California
- ITEM 4: TOWER PARTICIPATION:** Core Tower I
- ITEM 5: 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 5.B includes pooled limits that apply to all Members and all **Covered Parties** combined in the Tower shown in ITEM 4 for all **losses** as a result of any one **occurrence**.
- ITEM 6: MEMORANDUM NUMBER:** PRISM-PE 24 EWC-32
- ITEM 7: ESTIMATED PAYROLL:** \$2,533,256,829
- ITEM 8: DEPOSIT PREMIUM:** \$ 6,285,692 (inclusive of all layers & fees)
- This premium is adjustable based on final audited payroll
- ITEM 9: FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:** EWC MOC 7/1/2022, Endorsement No. U-1, U-2, U-3, U-4, U-5, 1

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

**Issue Date:** June 28, 2024

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION PROGRAM  
SCHEDULE OF LIMITS AND COVERAGE PROVIDERS  
July 1, 2024 to July 1, 2025**

**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 Tower shown in ITEM 4 of the Declarations 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 24 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 24 EWC-32
C)	Statutory excess of \$50,000,000	Workers' Compensation	Liberty Insurance Corporation	EW7-64N-444785-014

# 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 24 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 28, 2024



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 24 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 28, 2024



Authorized Representative

Public Risk Innovation, Solutions and Management

## ENDORSEMENT NO. U-3

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

#### OCCURRENCES INVOLVING MULTIPLE COVERED PARTIES

It is understood and agreed that this Memorandum shall apply, as follows, to **occurrences** involving multiple Excess Workers' Compensation Program **Covered Parties**:

For an **occurrence** in which multiple **Covered Parties** exceed their retention specified in the Declarations of this Memorandum, the combined **Losses** will be considered one **occurrence** for each Tower under the Excess Workers' Compensation Program.

Each **Covered Party's Losses** will collectively determine the **occurrence** period as outlined in the definition of **occurrence**. This may result in delayed reimbursement to each **Covered Party** until the **occurrence** periods can be confirmed at a later date, and contrary to the terms listed in **CONDITIONS, Part VI: Loss Payable**.

Should the maximum Program limits apply, the **Loss** to each **Covered Party** within a particular Tower involved in the **occurrence** 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** evaluation" for determination of each **Covered Party's** pro rata percentage share of the "final **Loss** evaluation". The retention specified for each **Covered Party** in the Declarations of this Memorandum issued will be used as part of this determination. This may result in each **Covered Party** not receiving full reimbursement for their **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 24 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 28, 2024



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 24 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 28, 2024



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 or alleged by one or more **employees** involving one or more **Covered Parties**, from any one disaster, accident or event, or any series of disasters, accident, 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, and provided the EWC Program **Covered Party** has continued coverage under the subsequent policy period.

(B) **Occupational disease** and **communicable disease** sustained or alleged 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 24 EWC-00

**Issued to:** ALL MEMBERS (**Covered Parties**)

**Issue Date:** June 28, 2024

A handwritten signature in blue ink that reads "Gina Dean". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

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 Los Altos

City of Menlo Park

City of Mill Valley

City of Novato

City of Piedmont

Town of San Anselmo

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 Eastvale (*adding effective 7/1/2024*)

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  
Bollinas 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

\*City of Los Altos (*adding effective 7/1/2024*)

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 Eastvale

- 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

- Hesperia Recreation and Park District

- 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

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 24 EWC-32

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

**Issue Date:** June 28, 2024

  
Authorized Representative

Public Risk Innovation, Solutions, and Management