

CITY OF MOUNTAIN VIEW
RESOLUTION NO.
SERIES 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A JOINT POWERS
AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH THE PUBLIC RISK INNOVATION,
SOLUTIONS, AND MANAGEMENT (PRISM) ON BEHALF OF THE CITY TO CONTINUE THE
CITY'S PARTICIPATION IN THE PRISM VISION PROGRAM

WHEREAS, pursuant to the California Joint Exercise of Powers Act (California Government Code section 6500; et seq.), two or more public agencies may enter into a joint powers agreement if authorized by their legislative or other governing body; and

WHEREAS, pursuant to Mountain View City Council Policy, A-10, the City Council must authorize the City's participation in any joint powers agreement; and

WHEREAS, the City has been invited to join the Public Risk Innovation, Solutions and Management (PRISM) Joint Powers Authority (JPA) for pooling of insurance rates and benefits; and

WHEREAS, the City wishes to participate in the PRISM JPA to continue current vision plan benefits and finds that such participation is in the interest of the organization and its employees; and

WHEREAS, in order to participate in the PRISM vision program, the City, as a member of the JPA, must enter into a Memorandum of Understanding with PRISM; now, therefore, be it

RESOLVED: that the City Council of the City of Mountain View hereby authorizes the City Manager or their designee to enter into the Joint Powers Agreement attached hereto as **Exhibit A** and the Memorandum of Understanding attached hereto as **Exhibit B** with PRISM on behalf of the City to continue the City's participation in the PRISM vision program; and be it

FURTHER RESOLVED: that this Resolution shall become effective immediately upon adoption.

Exhibits: A. PRISM JPA Agreement
B. PRISM Memorandum of Understanding



Adopted: October 5, 1979
 Amended: May 12, 1980
 Amended: January 23, 1987
 Amended: October 7, 1988
 Amended: March 1993
 Amended: November 18, 1996
 Amended: October 4, 2005
 Amended: February 28, 2006
 Amended: June 30, 2020

JOINT POWERS AGREEMENT PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, which has executed this Agreement, and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss, which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5 CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 6 POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7 BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9 MEETINGS OF THE BOARD OF DIRECTORS

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

(a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Premium Surcharge**

- (i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
 - (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
 - (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

**ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY**

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
 - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
 - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
 - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium, which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32
FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:

APPENDIX A
JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
(PRISM)

(as of AUGUST 7, 2020)

ALAMEDA COUNTY	TRINITY COUNTY
ALPINE COUNTY	TULARE COUNTY
AMADOR COUNTY	TUOLUMNE COUNTY
BUTTE COUNTY	VENTURA COUNTY
CALAVERAS COUNTY	YOLO COUNTY
COLUSA COUNTY	YUBA COUNTY
CONTRA COSTA COUNTY	ACCEL
DEL NORTE COUNTY	ALAMEDA HEALTH SYSTEM
EL DORADO COUNTY	AMADOR TRANSIT
FRESNO COUNTY	BAHARMA (BAY AREA HOUSING AUTHORITY
GLENN COUNTY	RISK MANAGEMENT AUTHORITY)
HUMBOLDT COUNTY	BAY AREA AIR QUALITY MGMT DISTRICT
IMPERIAL COUNTY	BERKELEY UNIFIED SCHOOL DISTRICT
INYO COUNTY	CALIFORNIA FAIR SERVICES AUTHORITY
KERN COUNTY	CALIFORNIA MENTAL HEALTH SERVICES
KINGS COUNTY	AUTHORITY
LAKE COUNTY	CALIFORNIA STATE LEGISLATURE
LASSEN COUNTY	CALIFORNIA STATE UNIVERSITY RISK
MADERA COUNTY	MANAGEMENT AUTHORITY
MARIN COUNTY	(CSURMA)
MARIPOSA COUNTY	CAMPBELL UNION SCHOOL DISTRICT
MENDOCINO COUNTY	CAPITOL AREA DEVELOPMENT AUTHORITY
MERCED COUNTY	CAPRI
MODOC COUNTY	CASITAS MUNICIPAL WATER DISTRICT
MONO COUNTY	CATALINA ISLAND MEDICAL CENTER
MONTEREY COUNTY	CENTRAL CONTRA COSTA SANITARY
NAPA COUNTY	DISTRICT
NEVADA COUNTY	CENTRAL COUNTY FIRE DEPARTMENT
ORANGE COUNTY	CENTRAL REGION SCHOOL INSURANCE
PLACER COUNTY	GROUP (CRSIG)
PLUMAS COUNTY	CENTRAL SIERRA CHILD SUPPORT AGENCY
RIVERSIDE COUNTY	CITY OF ALAMEDA
SACRAMENTO COUNTY	CITY OF ALBANY
SAN BENITO COUNTY	CITY OF AMERICAN CANYON
SAN BERNARDINO COUNTY	CITY OF ANAHEIM
SAN DIEGO COUNTY	CITY OF ATASCADERO
SAN JOAQUIN COUNTY	CITY OF ATWATER
SAN LUIS OBISPO COUNTY	CITY OF BAKERSFIELD
SANTA BARBARA COUNTY	CITY OF BALDWIN PARK
SANTA CLARA COUNTY	CITY OF BEAUMONT
SANTA CRUZ COUNTY	CITY OF BELL
SHASTA COUNTY	CITY OF BELMONT
SIERRA COUNTY	CITY OF BERKELEY
SISKIYOU COUNTY	CITY OF BUENA PARK
SOLANO COUNTY	CITY OF BURLINGAME
SONOMA COUNTY	CITY OF CALABASAS
STANISLAUS COUNTY	CITY OF CALEXICO
SUTTER COUNTY	CITY OF CAPITOLA
TEHAMA COUNTY	CITY OF CARMEL BY THE SEA

CITY OF CARSON
CITY OF CHICO
CITY OF CHULA VISTA
CITY OF CLOVIS
CITY OF CONCORD
CITY OF CORONA
CITY OF CORONADO
CITY OF COSTA MESA
CITY OF COVINA
CITY OF CUPERTINO
CITY OF CYPRESS
CITY OF DALY CITY
CITY OF DEL MAR
CITY OF DIXON
CITY OF DOWNEY
CITY OF EL CAJON
CITY OF EL CENTRO
CITY OF EL MONTE
CITY OF ELK GROVE
CITY OF ENCINITAS
CITY OF ESCALON
CITY OF ESCONDIDO
CITY OF FAIRFIELD
CITY OF FOLSOM
CITY OF FONTANA
CITY OF FOSTER CITY
CITY OF FOUNTAIN VALLEY
CITY OF FREMONT
CITY OF GALT
CITY OF GARDEN GROVE
CITY OF GARDENA
CITY OF GOLETA
CITY OF HANFORD
CITY OF HAWTHORNE
CITY OF HAYWARD
CITY OF HEMET
CITY OF HESPERIA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF IONE
CITY OF IRVINE
CITY OF LANCASTER
CITY OF LEMON GROVE
CITY OF LIVE OAK
CITY OF LIVERMORE
CITY OF LOMPOC
CITY OF LOS ALAMITOS
CITY OF LOS ALTOS
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MERCED
CITY OF MILL VALLEY
CITY OF MILLBRAE
CITY OF MISSION VIEJO

CITY OF MODESTO
CITY OF MONTEBELLO
CITY OF MORENO VALLEY
CITY OF MURRIETA
CITY OF NAPA
CITY OF NATIONAL CITY
CITY OF NEEDLES
CITY OF NEWPORT BEACH
CITY OF NOVATO
CITY OF OAKLAND
CITY OF OCEANSIDE
CITY OF OROVILLE
CITY OF OXNARD
CITY OF PACIFICA
CITY OF PALMDALE
CITY OF PASADENA
CITY OF PASO ROBLES
CITY OF PERRIS
CITY OF PICO RIVERA
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORT HUENEME
CITY OF RANCHO CORDOVA
CITY OF RANCHO MIRAGE
CITY OF RANCHO SANTA MARGARITA
CITY OF REDDING
CITY OF REDLANDS
CITY OF REDONDO BEACH
CITY OF REDWOOD CITY
CITY OF RIALTO
CITY OF RICHMOND
CITY OF RIDGECREST
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN BRUNO
CITY OF SAN CLEMENTE
CITY OF SAN DIEGO
CITY OF SAN JACINTO
CITY OF SAN LEANDRO
CITY OF SAN MATEO
CITY OF SAN RAMON
CITY OF SANTA CLARA
CITY OF SANTA ROSA
CITY OF SANTEE
CITY OF SHAFTER
CITY OF SIMI VALLEY
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STANTON
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF TORRANCE
CITY OF VACAVILLE

CITY OF VALLEJO
CITY OF VENTURA
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT CREEK
CITY OF WATSONVILLE
CITY OF WEST COVINA
CITY OF WEST SACRAMENTO
CITY OF WESTMINSTER
CITY OF WHITTIER
CITY OF YUBA CITY
COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS (CVAG)
COAST COMMUNITY COLLEGE DISTRICT
CONTRA COSTA COUNTY IHSS PUBLIC
AUTHORITY
COUNCIL OF SAN BENITO COUNTY
GOVERNMENTS
CSAC EXCESS INSURANCE AUTHORITY
CSRM
DEL NORTE IHSS PUBLIC AUTHORITY
DUBLIN SAN RAMON SERVICES DISTRICT
EAST BAY REGIONAL PARK DISTRICT
EAST SAN GABRIEL VALLEY ROP
EVERGREEN SCHOOL DISTRICT
EXCLUSIVE RISK MANAGEMENT
AUTHORITY OF CALIFORNIA (ERMAC)
FAIRFIELD-SUISUN SEWER DISTRICT
FIRST FIVE CONTRA COSTA CHILDREN &
FAMILIES COMMISSION
FIRST FIVE SACRAMENTO COMMISSION
GARVEY SCHOOL DISTRICT
GOLD COAST TRANSIT DISTRICT
GOLDEN EMPIRE TRANSIT DISTRICT
GREAT BASIN UNIFIED AIR POLLUTION
CONTROL DISTRICT
GSRMA
GSRMA JPA ADMINISTRATION
HOUSING AUTHORITY OF THE COUNTY OF
MONTEREY
HOUSING AUTHORITY OF THE COUNTY OF
RIVERSIDE
HUMBOLDT TRANSIT AUTHORITY (HTA)
HUNTINGTON BEACH UNION HIGH SCHOOL
DISTRICT
IMPERIAL COUNTY IHSS PUBLIC
AUTHORITY
INLAND EMPIRE HEALTH PLAN
INLAND EMPIRE UTILITIES AGENCY
IRVINE RANCH WATER DISTRICT
KERN COUNTY HOSPITAL AUTHORITY
KERN HEALTH SYSTEMS
KERN IHSS PUBLIC AUTHORITY
KINGS COUNTY AREA PUBLIC TRANSIT
AGENCY

KINGS WASTE & RECYCLING AUTHORITY
LAKE ELSINORE UNIFIED SCHOOL DISTRICT
LOCAL AGENCY WC EXCESS JPA (LAWCX)
LOMPOC HEALTHCARE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY (LACDA)
LOS ANGELES COUNTY LAW LIBRARY
LOS ANGELES UNIFIED SCHOOL DISTRICT
RISK MANAGEMENT AUTHORITY
MARIN COUNTY TRANSIT DISTRICT
MENDOCINO COAST DISTRICT HOSPITAL
MONTEREY BAY AREA SELF INSURANCE
AUTHORITY
MONTEREY COUNTY WATER RESOURCE
AGENCY
MONTEREY SALINAS TRANSIT
MORONGO BASIN TRANSIT AUTHORITY
MOUNTAIN COMMUNITIES HEALTHCARE
DISTRICT
MT. DIABLO UNIFIED SCHOOL DISTRICT
MUNICIPAL POOLING AUTHORITY (MPA)
NAPA SANITATION DISTRICT
NCSDIA
NORTHERN CA CITIES SELF INSURANCE
FUND
NORTHERN CALIFORNIA POWER AGENCY
OAKLAND UNIFIED SCHOOL DISTRICT
OFFICE OF COMMUNITY AND INVESTMENT
AND INFRASTRUCTURE
OMNITRANS
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY TRANSPORTATION
AUTHORITY
OTAY WATER DISTRICT
PALO VERDE VALLEY HEALTH CARE
DISTRICT HOSPITAL
PASADENA UNIFIED SCHOOL DISTRICT
PESIS – SAN DIEGO
PLACER COUNTY WATER AGENCY
PLEASANT HILL RECREATION & PARK DIST
PORT OF OAKLAND
PUBLIC AGENCY RISK SHARING
AUTHORITY OF CALIFORNIA
PUBLIC ENTITY RISK MANAGEMENT
AUTHORITY
REDONDO BEACH UNIFIED SCHOOL DIST
RIVERSIDE IHSS PUBLIC AUTHORITY
RIVERSIDE TRANSIT AGENCY
SACRAMENTO – YOLO MOSQUITO AND
VECTOR CONTROL DISTRICT
SACRAMENTO AREA FLOOD CONTROL
AGENCY
SACRAMENTO COUNTY CONTRACTS

SAN BENITO IHSS PUBLIC AUTHORITY
SAN BERNARDINO DEPARTMENTS
SAN BERNARDINO IHSS PUBLIC AUTHORITY
SAN BERNARDINO MUNICIPAL WATER
DEPARTMENT
SAN DIEGO COUNTY IHSS PUBLIC
AUTHORITY
SAN DIEGO COUNTY WATER AUTHORITY
SAN DIEGO HOUSING COMMISSION
SAN DIEGO METROPOLITAN TRANSIT
SYSTEM
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN JOSE UNIFIED SCHOOL DISTRICT
SAN LUIS OBISPO RTA (SLORTA)
SAN MATEO CONSOLIDATED FIRE
DEPARTMENT
SAN MATEO COUNTY SCHOOLS
INSURANCE GROUP
SANTA BARBARA METROPOLITAN TRANSIT
DISTRICT
SANTA CLARA COUNTY LIBRARY DISTRICT
JPA
SANTA CLARA COUNTY OFFICE OF
EDUCATION
SANTA CLARA COUNTY VECTOR CONTROL
DISTRICT
SANTA CLARA HOUSING AUTHORITY
SANTA CRUZ COUNTY FIRE AGENCIES
INSURANCE GROUP
SANTA CRUZ METRO TRANSIT DISTRICT
SCHOOLS EXCESS LIABILITY FUND
SHASTA IHSS PUBLIC AUTHORITY
SIRMA
SOLANO TRANSPORTATION AUTHORITY
SONOMA COUNTY ERA
SONOMA MARIN AREA RAIL TRANSIT
SOUTH BAY AREA SCHOOLS INSURANCE
AUTHORITY
SOUTH COAST AIR QUALITY MANAGEMENT
DISTRICT
SOUTH COUNTY AREA TRANSIT
SPECIAL DISTRICT RICK MANAGEMENT
AUTHORITY
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALPINE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF AMADOR
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF BUTTE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF CALAVERAS
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF COLUSA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF CONTRA COSTA

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF DEL NOTRE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF EL DORADO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LAKE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LASSEN
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MERCED
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF PLACER
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BENITO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN LUIS OBISPO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA BARBARA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA CRUZ
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SHASTA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF STANISLAUS
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF TRINITY
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF TUOLUMNE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF YOLO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF YUBA
SUTTER IHSS PUBLIC AUTHORITY
TAHOE TRANSPORTATION DISTRICT
TORRANCE UNIFIED SCHOOL DISTRICT
TOWN OF COLMA
TOWN OF YOUNTVILLE
TRANSPORTATION CORRIDOR AGENCIES
TRINDEL INSURANCE FUND
TURLOCK IRRIGATION DISTRICT
UNION SANITARY DISTRICT
UNIVERSITY OF CALIFORNIA, HASTINGS
COLLEGE OF LAW
UPLAND UNIFIED SCHOOL DISTRICT
WEST SAN GABRIEL LIAB. & PROP. JPA
WEST SAN GABRIEL WC JPA
WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS
YOLO PARMIA



Adopted: March 26, 2025

MEMORANDUM OF UNDERSTANDING VISION PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between the Public Risk Innovation, Solutions, and Management (hereinafter “PRISM”) and the participating members of the Vision Program (hereafter “Members”), that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** This Memorandum hereby establishes the PRISM Vision Program (hereafter referred to as the “Program”). The Program is designed to bring together California Public Agencies in a risk-sharing pool to provide vision coverage for eligible employees, as designated by the Program Members.
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement creating PRISM (hereafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
3. **PROGRAM COVERAGE SEGMENTS.** The Program is formed for the purpose of establishing vision coverage under the following coverage segments:
 - a. Fixed-Rate Pooled Segment
 - b. Self-Insured Segment
4. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. A Member shall be entitled to participate in the Program until they have withdrawn in accordance with the provisions of paragraph 15 of this Memorandum.
5. **MEMBERSHIP.** Membership in the Program consists of participation in one or more of the following:
 - a. A “Fixed-Rate” Member is defined as a Member who joins the Program and is part of the self-insured Fixed-Rate pool.
 - b. “Self-Insured” Member is defined as a Member who participates in the Program for administrative services only and is fully responsible for their own vision program.
6. **NEW MEMBER APPLICATION.** Any public agency wishing to become a Member of the Program shall make an application to the Program underwriters in a manner prescribed by the Committee. The Committee has developed underwriting guidelines that outline specific criteria for accepting new Members. Program underwriting guidelines are available by request to PRISM and posted publicly on the PRISM website.

7. **PROGRAM COMMITTEE.** The Employee Benefits Committee of PRISM (hereinafter "Committee") shall, except as otherwise provided herein, have full authority to determine all matters affecting the Program and its Members, including but not limited to premium/rate review, the addition of new Program services, claims experience review, and amending the Memorandum. A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions. The Committee may delegate any or all of this authority, as deemed appropriate.

The Committee, when necessary to fulfill the purposes of this Memorandum, shall meet at the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of PRISM (hereinafter referred to as the "Bylaws"). Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly known as the "Brown Act."

8. **PREMIUM.** Participating Member rates/premiums shall be established by the Program underwriters. The participating Members, in accordance with the Program premium provisions of Article 14 of the Agreement, shall be assessed an annual rate for the purpose of funding the Program in which they participate. Premiums may vary based on the Member's benefit plan coverage, the designated employees covered, claims experience, and adjustments, if any, for the surplus or deficit from all Program policy periods.
9. **RENEWALS.** The Program will be reviewed annually on a calendar year basis for consideration of multi-year rate adjustment. All Program rate adjustment action will be prepared by Program underwriters for approval by the Committee.
10. **ADMINISTRATION COSTS.** PRISM shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through PRISM's budget process and reviewed by the Committee.
11. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least thirty (30) days prior to the effective date of any such change. Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from the Program, at the discretion of the Committee, any Member that fails to pay an invoice when due and as billed may be given a ten (10) day written notice of cancellation.

12. **DIVIDENDS AND ASSESSMENTS.** Should the Program not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based on each Member's proportional share of premium paid.
 - b. Any assessment shall be spread to all Pool Members who participated in the Program year being assessed; whether or not they are participating in the Program at the time of the assessment.
 - c. Members must be current Program participants to receive a dividend, except upon termination of the Program and distribution of assets.
 - d. Fund equity will be assessed based on the overall financial performance of the Program as a whole, rather than evaluating each program year independently.
13. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by the Program carrier(s) to each Program Member. Except as otherwise provided herein, coverage documents are controlling with respect to Member-specific coverage and benefits.
14. **CLAIMS ADMINISTRATION.** Claims administration services shall be provided by the insurance carrier(s) and/or their assignee. The Committee shall, when applicable, approve the retention of additional vendors to provide services for the Program.
15. **WITHDRAWAL and/or CANCELLATION.** Withdrawal of a Member from the Program shall be in accordance with the provisions of Article 20 or 21 of the Agreement.
16. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as a liaison with PRISM, their Consultant and the Program carriers, consultants and service vendors.
17. **RESOLUTION OF DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum; however, all final determinations shall be in accordance with Article 31 of the Agreement.
18. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

19. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
20. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and the signature on the Memorandum by the Member's designated representative, or alternate, who shall have the authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time period provided by the Committee, the Member will be deemed to have withdrawn from the Program on the next annual renewal date.
21. **EFFECTIVE DATE OF AGREEMENT.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon the signing of this Agreement by the Member and the Chief Executive Officer of PRISM.
22. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: 5/30/2025



Public Risk Innovation, Solutions, and Management
Gina Dean, Chief Executive Officer

Dated: _____

Name (printed)

Signature

Member Entity