

VECTOR CONTROL JOINT POWERS AGENCY
(VCJPA)

POOLED WORKERS' COMPENSATION PROGRAM
MEMORANDUM OF COVERAGE

FOR THE 2018/19 PROGRAM YEAR
EFFECTIVE JULY 1, 2018

VECTOR CONTROL JOINT POWERS AGENCY

MEMORANDUM OF COVERAGE

WORKERS' COMPENSATION

DECLARATIONS

POLICY NO. VCJPA 2018-1WC

NAMED COVERED PARTY: Vector Control Joint Powers Agency, et. al.,
as per Endorsement No. 1

1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833

POLICY PERIOD: From 7-1-2018 to 7-1-2019
12:01 a.m. Pacific Time

LIMIT OF COVERAGE:

Workers' Compensation \$500,000 any one loss

Employer's Liability \$500,000 any one loss

FORMS AND ENDORSEMENTS: VCWCC and Endorsement No. 1
Forming Part of the Policy at Inception

ON BEHALF OF VECTOR CONTROL JOINT POWERS AGENCY

Authorized Representative

VECTOR CONTROL JOINT POWERS AGENCY
POOLED WORKERS' COMPENSATION PROGRAM
MEMORANDUM OF COVERAGE

TABLE OF CONTENTS

<u>GENERAL SECTION</u>	1
A. THE MEMORANDUM	1
B. COVERAGE PERIOD	1
C. WHO IS COVERED	1
D. WORKERS' COMPENSATION LAW	1
E. QUALIFIED SELF-INSURED	1
 PART ONE - WORKERS' COMPENSATION COVERAGE	 2
 PART TWO - EMPLOYERS' LIABILITY COVERAGE	 2
 PART THREE - POLICY EXCLUSIONS	 2
 PART FOUR - AGENCY'S LIMIT OF COVERAGE	 4
A. LIMIT OF COVERAGE BY AGENCY	4
B. HOW THE LIMIT OF COVERAGE APPLIES	4
 PART FIVE - CONDITIONS	 4
A. NOTICE OF ACCIDENT	4
B. SUBROGATION - RECOVERY FROM OTHERS	5
C. MEMORANDUM CONFORMS TO LAW	5

**VECTOR CONTROL JOINT POWERS AGENCY
POOLED WORKERS' COMPENSATION PROGRAM
MEMORANDUM OF COVERAGE**

GENERAL SECTION

A. THE MEMORANDUM

This Memorandum is the coverage document between the *Member Districts* and the Vector Control Joint Powers Agency for the *Agency's* pooled workers' compensation program. Italicized words and phrases are defined in the Bylaws of the Vector Control Joint Powers Agency. "Injury" means any injury or disease arising out of employment as further defined by the applicable Workers' Compensation Law. If there is any inconsistency between this Memorandum and the *Master Plan Document*, this Memorandum shall govern. If there is any inconsistency between this Memorandum and the *Agreement* or Bylaws, the *Agreement* or Bylaws shall govern. If there is any inconsistency between this Memorandum and a law, the law shall govern. The terms of this Memorandum may not be changed or waived except by amendment or endorsement approved by the *Agency* and made a part of this Memorandum.

B. COVERAGE PERIOD

This Memorandum is effective at 12:01 a.m. on the effective date stated in the Declarations Page, until 12:01 a.m. on the expiration date stated in the Declarations Page.

C. WHO IS COVERED

The *Member Districts* covered by this Memorandum are those *Member Districts* as defined in the *Agreement* and named in the Declarations Page and the covered entities include any other agency, district, commission, authority, board or other affiliated entity that is governed by the named *Member District's* governing board members (through the same or a different governing board) or otherwise under the named *Member District's* direction and control. However, the inclusion of any covered entity under a *Member District* will not change the *Member District's Retained Limit* or increase the *Agency's* limit of coverage.

D. WORKERS' COMPENSATION LAW

Workers' Compensation Law means California Labor Code, Division 4 or the workers' compensation act or law of the state where the injured employee is normally employed. It includes any amendments to such law that are in effect during the term of this memorandum.

It does not include any federal workers' compensation law, any federal occupational disease law, or the provisions of any law that provide non-occupational disability benefits.

E. QUALIFIED SELF-INSURED

The *Member District* represents that it is a duly qualified self-insured under the Workers' Compensation Law of the State of California, with a current and valid certificate of self-insurance, and will continue to maintain such qualifications during the term this Memorandum is in effect. If the *Member District* should fail to qualify or fail to maintain such qualifications, the coverage provided under this Memorandum may be terminated pursuant to the *Agency* Bylaws.

PART ONE – WORKERS' COMPENSATION COVERAGE

The *Agency* will provide coverage for workers' compensation losses in the same scope and manner as that of the Local Agency Workers' Compensation Excess Joint Powers Authority, up to the *Agency's* Limit of Liability stated in Item 3 of the Declarations Page. The terms, conditions, limitations and definitions of the Local Agency Workers' Compensation Excess Joint Powers Authority Memorandum of Coverage shall govern the scope and limits of the *Agency's* workers' compensation coverage under this Memorandum, except as otherwise provided in this Memorandum.

A. PAYMENTS THE MEMBER DISTRICT MUST MAKE

The *Member District* shall pay for any loss up to the *Member District's Retained Limit* amount as stated on the Declarations Page.

The *Agency* will not pay or reimburse any fines or penalties or other payments in excess of the benefits regularly provided by the Workers' Compensation Law including those required because:

1. of the *Member District's* serious and willful misconduct; however, the *Agency* shall arrange and pay for the defense of serious and willful misconduct charges or *Claims*, as long as the defense of such matter is handled by the attorney defending the *Member District* in the associated workers' compensation *Claim*; but such defense will be provided as an accommodation and the *Agency* shall cease paying those defense costs at such time as the underlying workers' compensation *Claim* issues are concluded;
2. the *Member District* knowingly employs an employee in violation of law;
3. the *Member District* knowingly fails to comply with a health or safety law or regulation;
4. the *Member District* discharges, coerces, or otherwise discriminates against any employee in violation of the Workers' Compensation Law; however, the *Agency* shall arrange and pay for the defense of Labor Code section 132a claims or charges as long as the defense of such matter is handled by the attorney defending the *Member*

District in the associated workers' compensation claim; but such defense will be provided as an accommodation and the *Agency* shall cease paying those defense costs at such time as the underlying workers' compensation *Claim* issues are concluded

5. or the *Member District* knowingly violates or fails to comply with any Workers' Compensation Law.

If the *Agency* makes any payments in excess of the benefits regularly provided by the Workers' Compensation Law on the *Member District's* behalf, upon written demand by the *Agency*, the *Member District* will reimburse the *Agency* promptly.

PART TWO – EMPLOYER'S LIABILITY COVERAGE

- A. The *Agency* will provide coverage for employer's liability losses in the same scope and manner as that of the Local Agency Workers' Compensation Excess Joint Powers Authority, up to the *Agency's* Limit of Liability stated in Item 3 of the Declarations Page.

PART THREE - POLICY EXCLUSIONS

Employer's Liability under Part Two of this Memorandum does not apply to:

1. liability assumed by the *Member District* under a contract or agreement;
2. punitive or exemplary damages, fines or penalties assessed or imposed upon the *Member District*;
3. injury to an employee while employed in violation of law with the *Member District's* actual knowledge or the actual knowledge of any of the *Member District's* executive officers;
4. injury intentionally caused or aggravated by the *Member District*;
5. injury occurring outside the United States of America. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America who is temporarily outside the United States of America;
6. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against, or termination of any employee, or any personnel practices, policies, acts, or omissions;
7. any obligation for which the *Member District* may be held liable that is imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

8. fines or penalties imposed for violation of federal or state law; and
9. damages arising out of operations for which the *Member District* has violated or failed to comply with any Workers' Compensation Law.

PART FOUR – AGENCY'S LIMIT OF COVERAGE

A. LIMIT OF COVERAGE BY AGENCY

The *Agency* will indemnify the *Member District* for loss under the Workers' Compensation Laws, but will not exceed the Limit of Liability stated in Item 3 on the Declarations Page on any one loss. The *Agency* will pay on behalf of the *Member District* for Employer's Liability losses but will not exceed the Limit of Liability stated in Item 3 on the Declarations Page.

B. HOW THE LIMIT OF COVERAGE APPLIES

1. The *Agency's* Limit of Coverage stated in Item 3 on the Declarations Page applies to losses of the *Member District* as a qualified self-insured of Workers' Compensation or Employer's Liability losses as determined in accordance with the Local Agency Workers' Compensation Excess Joint Powers Authority Memorandum of Coverage.

PART FIVE - CONDITIONS

A. NOTICE OF ACCIDENT

1. The *Member District* shall give prompt written notice to the *Agency* if a *Claim* for an injury occurs which appears to involve coverage by the *Agency*.
2. Notice of accident given to the *Agency* shall contain complete details about the injury. If a suit, *Claim*, or other proceeding is commenced because of an injury which appears to involve coverage by the *Agency*, the *Member District* shall give the *Agency*:
 - a. all notices and legal papers related to the *Claim*, proceeding, or suit, or copies of these notices and legal papers; and
 - b. copies of reports on investigations made by the *Member District* on such *Claims*, proceedings, or suits.

B. SUBROGATION - RECOVERY FROM OTHERS

1. In exchange for the coverage under this Memorandum, each *Member District* assigns to the *Agency* the *Member District's* rights, and the rights of persons entitled to compensation benefits from the *Member District*, to recover the *Agency's* loss from any third party liable for the injury. The *Member District* will do everything necessary to protect those rights for the *Agency* and to assist in enforcing them. The recovered loss, after deducting the *Agency's* recovery expenses, will first be used to reduce the *Agency's* loss. The balance, if any, will be returned to the *Member District*.
2. If the *Member District* waives its rights to subrogation on a claim covered under, or that may be covered under, this Memorandum of Coverage, and if the amount of the claim exceeds the *Member District's Retained Limit* (and therefore pierces the *Agency's* layer), then the *Agency's* coverage shall not apply to the *Claim* and the *Agency* shall not be liable for any indemnity, reimbursement, payment, or costs on the *Claim* exceeding the *Member District's Retained Limit*, unless the *Agency's* Workers' Compensation Program Manager and the Local Agency Workers' Compensation Excess Joint Powers Authority also approves the waiver of subrogation in writing.
3. The exclusion of coverage for waiver of subrogation shall apply only to a waiver of subrogation on a *Claim* made or approved by a *Member District* after the date of the injury that resulted in the *Claim*. This exclusion shall not apply to a waiver of subrogation contained in an agreement or contract that was approved by the *Member District* and the Local Agency Workers' Compensation Excess Joint Powers Authority prior to the date of the injury that resulted in the *Claim*.

**VECTOR CONTROL JOINT POWERS AGENCY
MEMORANDUM OF COVERAGE**

**WORKERS' COMPENSATION
ENDORSEMENT NO. 1**

It is understood that the Named Covered Party of the Declarations is completed as follows:

Vector Control Joint Powers Agency,

<u>Member</u>	<u>Retained Limit</u>
Alameda County Mosquito Abatement District	\$ 25,000
Burney Basin Mosquito Abatement District	\$ 5,000
Butte County Mosquito and Vector Control District	\$ 25,000
Coachella Valley Mosquito and Vector Control District	\$ 25,000
Coalinga-Huron Mosquito Abatement District	\$ 2,500
Colusa Mosquito Abatement District	\$ 5,000
Compton Creek Mosquito Abatement District	\$ 2,500
Consolidated Mosquito Abatement District	\$ 25,000
Contra Costa Mosquito and Vector Control District	\$ 50,000
Delta Vector Control District	\$ 10,000
Durham Mosquito Abatement District	\$ 2,500
Fresno Mosquito and Vector Control District	\$ 25,000
Glenn County Mosquito and Vector Control District	\$ 5,000
Greater Los Angeles County Vector Control District	\$ 50,000
Kings Mosquito Abatement District	\$ 10,000
Lake County Vector Control District	\$ 10,000
Los Angeles County West Vector Control District	\$ 25,000
Marin-Sonoma Mosquito and Vector Control District	\$ 50,000
Mosquito and Vector Management District of Santa Barbara County	\$ 5,000
Napa County Mosquito Abatement District	\$ 25,000
Northern Salinas Valley Mosquito Abatement District	\$ 25,000
Northwest Mosquito and Vector Control District	\$ 25,000
Orange County Mosquito and Vector Control District	\$ 50,000
Oroville Mosquito Abatement District	\$ 2,500
Pine Grove Mosquito Abatement District	\$ 2,500
Placer Mosquito and Vector Control District	\$ 10,000
Sacramento-Yolo Mosquito and Vector Control District	\$ 50,000
San Gabriel Valley Mosquito and Vector Control District	\$ 50,000
San Joaquin County Mosquito and Vector Control District	\$ 50,000
San Mateo County Mosquito and Vector Control District	\$ 25,000
Shasta Mosquito and Vector Control District	\$ 25,000
Sutter-Yuba Mosquito and Vector Control District	\$ 25,000
Tehama County Mosquito and Vector Control District	\$ 10,000
Turlock Mosquito Abatement District	\$ 25,000
West Valley Mosquito and Vector Control District	\$ 25,000

Attached to and Forming Part of Policy No. VCJPA 2018-1WC

Effective Date: July 1, 2018

Chrissy Mack

Authorized Representative