

GL1-4128

AI

CERTIFICATE OF COVERAGE

06/25/2020

**Public Risk Innovation,
Solutions and Management**

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE
AFFORDED

A- Public Risk Innovation, Solutions and Management

Member:

MT. DIABLO UNIFIED SCHOOL DISTRICT
 ATTN: OFFICE OF GENERAL COUNSEL
 1936 CARLOTTA DRIVE
 CONCORD, CA 94519

COVERAGE
AFFORDED

B

COVERAGE
AFFORDED

C

COVERAGE
AFFORDED

D

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	PRISM PE 20 EL-88	07/01/2020	07/01/2021	\$1,000,000
	<input checked="" type="checkbox"/> Auto Liability				\$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT FOR COMMUNITY SERVICE BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND CITY OF WALNUT CREEK FOR CRISIS COUNSELING SERVICES FOR FOOTHILL MIDDLE SCHOOL.

THE CITY OF WALNUT CREEK, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

CITY OF WALNUT CREEK
 CDD-HOUSING DIVISION
 ATTN: CARA BAUTISTA-RAO
 1666 N MAIN ST
 WALNUT CREEK, CA 94596

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE


 Gina Dear
 Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-1

**PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT
GENERAL LIABILITY 1**

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

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

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

Effective Date: _____

Memorandum No.: PRISM 20 EL-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2020



Authorized Representative
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-9

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

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


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

Effective Date

Memorandum No.: PRISM 20 EL-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2020



Authorized Representative
Public Risk Innovation, Solutions and Management

GL1-4129

CO

CERTIFICATE OF COVERAGE

06/25/2020

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC.

PO BOX 6450

NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901

LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions and Management**

Member:

MT. DIABLO UNIFIED SCHOOL DISTRICT

ATTN: OFFICE OF GENERAL COUNSEL

1936 CARLOTTA DRIVE

CONCORD, CA 94519

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	PRISM PE 20 EL-88	07/01/2020	07/01/2021	\$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT FOR COMMUNITY SERVICE BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND CITY OF WALNUT CREEK FOR CRISIS COUNSELING SERVICES FOR FOOTHILL MIDDLE SCHOOL.

COVERAGE INCLUDES ERRORS AND OMISSIONS.

Certificate Holder

CITY OF WALNUT CREEK
ATTN: CARA BAUTISTA-RAO
CDD-HOUSING DIVISION
1666 N MAIN ST
WALNUT CREEK, CA 94596

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions and Management