

POOLED AUTO PHYSICAL DAMAGE PROGRAM MEMORANDUM OF COVERAGE 2025/26 PROGRAM YEAR

MEMORANDUM OF COVERAGE

POOLED AUTO PHYSICAL DAMAGE PROGRAM FOR VEHICLES WITH VALUES IN EXCESS OF \$25,000

COVERAGE DECLARATIONS

MEMORANDUM NO. CSJVRMA 2025-APD

NAMED MEMBER CITY: Member Cities of the Central San Joaquin Valley Risk Management

Authority, as per Endorsement No. 1 1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833

VEHICLES COVERED: Schedule of Covered Vehicles on file with the Central San Joaquin

Valley Risk Management Authority

MEMORANDUM PERIOD: From 7/1/2025 to 7/1/2026

12:01 a.m. Pacific Standard Time

LIMITS OF COVERAGE: \$25,000 per loss for scheduled vehicles with replacement cost

values less than \$250,000

\$100,000 per loss for scheduled vehicles with replacement cost

values between \$250,000 and \$750,000

\$250,000 per loss for scheduled vehicles valued above \$750,000

Replacement cost coverage for all scheduled vehicles associated with the police departments, including, but not limited to, motorcycles, patrol cars, unmarked cars, and administration cars

Replacement cost coverage for all scheduled unmanned aircraft

systems (UAS)

DEDUCTIBLE: \$5,000, \$10,000, and \$25,000 per loss options

FORM AND ENDORSEMENTS: Form No. CSJVRMA 2025-APD and

Endorsements No. 1, 2, and 3 Forming Part of the Memorandum at

Inception

It is agreed that this Declaration and the Memorandum of Coverage, together with the terms of any endorsements, the JPA Agreement, Bylaws, Master Plan Document, or other relevant policies, constitute the entire coverage agreement. This **Memorandum of Coverage** shall be controlling with regards to any inconsistencies.

ON BEHALF OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

AUTHORIZED REPRESENTATIVE

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY POOLED AUTO PHYSICAL DAMAGE PROGRAM

MEMORANDUM OF COVERAGE

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MEMORANDUM OF COVERAGE FOR THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

(Hereinafter referred to as the **Memorandum of Coverage**)

POOLED AUTO PHYSICAL DAMAGE PROGRAM

This **Memorandum of Coverage** is the coverage document between **Member City** and the **Authority**. The terms of this **Memorandum of Coverage** may not be changed or waived except by amendment made a part of this **Memorandum of Coverage**.

Throughout this **Memorandum of Coverage**, words and phrases that appear in bold have special meaning. They are defined in Section G, Definitions and/or in other Governing Documents of the **Authority** and the **purchased insurance** policy.

A. COVERAGE AGREEMENT

- 1. The **Authority** will reimburse the **Member City** named on the Declarations for **losses** to vehicles with values in excess of \$25,000 that are, or except for the deductible under the **purchased insurance**, would be, insured by the terms and conditions of the **purchased insurance**.
- 2. Any portion of this **Memorandum of Coverage** or the Automobile Physical Damage **Master Plan Document** that is inconsistent with the **purchased insurance** shall supersede that portion of the **purchased insurance** as respects that portion of any **loss** which is the subject of this Memorandum.

B. LIMIT OF LIABILITY

The **Authority** shall pay, for any one **loss**, the lesser of:

- 1. \$25,000 for vehicles with replacement cost values less than \$250,000
- 2. \$100,000 for vehicles with replacement cost values between \$250,000 and \$750,000
- 3. \$250,000 for vehicles with replacement cost values above \$750,000
- 4. Replacement cost coverage for all vehicles associated with the police department, including, but not limited to, motorcycles, patrol cars, unmarked cars, and administration cars
- 5. Replacement cost coverage for all scheduled unmanned aircraft systems (UAS)
- 6. The amount that, except for the deductible applicable to the **purchased insurance**, would be paid under the **purchased insurance**

C. DEDUCTIBLE

The **Authority's** liability under Section B above shall be reduced by any applicable Member City's deductible amount.

D. EXCLUSIONS

- 1. All vehicles valued under \$25,000 shall be excluded from this program.
- 2. Damage intentionally caused to the vehicle by any employee, joint employee, agent, volunteer, officer, or member of any board, agency, or commission of the **Member City**.
- 3. Damage caused by earthquake or flood.

E. CONDITIONS

- 1. The **Authority** shall have the same rights as provided to the insurer by the **purchased insurance**.
- 2. If there is **insurance** other than the **purchased insurance** applicable to the **loss** incurred, such **insurance** unless it specifically states that it is excess of this coverage shall reduce the liability of this **Authority** by the amount that **insurance** is liable for such **loss**.
- 3. In the event of a subrogation recovery, it is agreed that, after expenses incurred in subrogation are deducted, all funds shall be allocated to the Pooled Auto Physical Damage Program. Once the Pooled Auto Physical Damage Program is made whole, remaining funds will be paid to the **Member**.
- 4. The Authority, at its discretion, may retain an independent appraisal company approved by the Executive Committee to evaluate the damage to a vehicle with the cost of the independent appraisal paid through the Pooled Auto Physical Damage Program.
- 5. If an Automobile declared a Total Loss is retained by the Member, the ongoing coverage afforded under this Memorandum shall be the amount of the actual cash value of the property less the salvage value. The salvage value shall be determined by the Authority obtaining three purchase bids from salvage yards and utilizing the value of the highest bidder. Upon reimbursement by the Authority to the Member of a retained Automobile that has been declared a Total Loss under this Memorandum, there will be no further coverage afforded under this Memorandum for such Automobile.

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- 6. If an Automobile declared a Total Loss is retained by the Member and repaired, the Member must:
 - a. Notify the California Department of Motor Vehicles (DMV) the vehicle has been declared a Total Loss, apply for a salvage certificate with the DMV, and follow all associated rules and regulations as required by the DMV.
 - b. Upon completion of repairs, have a post-repair inspection conducted by an independent, certified ASE mechanic or independent claims adjuster and submit the inspection report to the Authority.
 - c. Re-register the vehicle with a salvage title through the DMV and follow all associated rules and regulations as required by the DMV.
- 7. The Member shall be responsible for any and all fees associated with retaining an Automobile that has been declared a Total Loss.

F. COVERAGE PERIOD

This coverage applies to **losses** occurring during the coverage period defined in the Declarations.

G. <u>DEFINITIONS</u>

In addition to the definitions provided in the **Authority's** Governing Documents and the **purchased insurance policy**, the following additional definitions apply to the **Master Plan Document** and the **Memorandum of Coverage** for this Auto Physical Damage Program:

- 1. **Authority** means the Central San Joaquin Valley Risk Management Authority.
- 2. **Loss** shall have the same meaning as in the **purchased insurance**.
- 3. **Purchased insurance** shall mean **insurance** purchased by the **Authority** for the benefit of the **Authority** and the **Member City** and specifically identified in the Declarations.

MEMORANDUM OF COVERAGE

AUTO PHYSICAL DAMAGE PROGRAM ENDORSEMENT NO. 1

This endorsement, effective 12:01 a.m. 7/1/2025, forms a part of Memorandum No. CSJVRMA 2025-APD.

It is understood that the named **Member City** of the Declarations is completed as follows:

Central San Joaquin Valley Risk Management Authority

City of Angels Camp	City of Maricopa
City of Arvin	City of McFarland
City of Atwater	City of Mendota
City of Avenal	City of Newman
City of Ceres	City of Oakdale
City of Chowchilla	City of Orange Cove
City of Clovis	City of Parlier
City of Corcoran	City of Porterville
City of Delano	City of Reedley
City of Dinuba	City of Ripon
City of Dos Palos	City of Riverbank
City of Exeter	City of San Joaquin
City of Farmersville	City of Sanger
City of Firebaugh	City of Selma
City of Fowler	City of Shafter
City of Gustine	City of Sonora
City of Hughson	City of Sutter Creek
City of Huron	City of Taft
City of Kerman	City of Tehachapi
City of Kingsburg	City of Tracy
City of Lathrop	City of Tulare
City of Lemoore	City of Waterford
City of Livingston	City of Woodlake
City of Los Banos	City of Wasco
City of Madera	

Effective Date: July 1, 2025

Endorsement No.: 1

AUTHORIZED REPRESENTATIVE

MEMORANDUM OF COVERAGE

AUTO PHYSICAL DAMAGE PROGRAM ENDORSEMENT NO. 2

This endorsement, effective 12:01 a.m. 7/1/2025, forms a part of Memorandum No. CSJVRMA 2025-APD.

It is understood that the deductible for the named **Member City** Parties listed in Endorsement No. 1 are as follows:

\$5,000 Deductible

<u>55,000 Deductible</u>				
City of Angels Camp	City of Madera			
City of Arvin	City of Maricopa			
City of Avenal	City of McFarland			
City of Chowchilla	City of Mendota			
City of Clovis	City of Newman			
City of Corcoran	City of Oakdale			
City of Delano	City of Orange Cove			
City of Dinuba	City of Parlier			
City of Dos Palos	City of Reedley			
City of Exeter	City of Ripon			
City of Farmersville	City of Riverbank			
City of Firebaugh	City of San Joaquin			
City of Fowler	City of Selma			
City of Gustine	City of Shafter			
City of Hughson	City of Sonora			
City of Huron	City of Taft			
City of Kingsburg	City of Tehachapi			
City of Lathrop	City of Waterford			
City of Lemoore	City of Woodlake			
City of Los Banos				

\$10,000 Deductible

City of Kerman	City of Sanger
City of Livingston	

\$25,000 Deductible

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Effective Date: July 1, 2025

Endorsement No.: 2

AUTHORIZED REPRESENTATIVE

MEMORANDUM OF COVERAGE

AUTO PHYSICAL DAMAGE PROGRAM ENDORSEMENT NO. 3

This endorsement, effective 12:01 a.m. 7/1/2025, forms a part of Memorandum No. CSJVRMA 2025-APD.

It is understood that the coverage for the following named **Member City** Parties listed in Endorsement No. 1 is limited to coverage for scheduled police vehicles only as defined under section B4 of this **Memorandum**:

\$25,000 Deductible

City of Atwater	City of Tracy
City of Porterville	City of Wasco
City of Sutter Creek	

Effective Date: July 1, 2025

Endorsement No.: 3

Jeanutte Wockman AUTHORIZED REPRESENTATIVE