

POOLED PROPERTY PROGRAM MEMORANDUM OF COVERAGE 2025/26 PROGRAM YEAR

MEMORANDUM OF COVERAGE

POOLED PROPERTY PROGRAM

COVERAGE DECLARATIONS

MEMORANDUM NO. CSJVRMA 2025-P

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

PROPERTY COVERED: Schedule of Covered Property 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: \$100,000

DEDUCTIBLE: \$5,000, \$10,000, or \$25,000 per loss

COVERAGE: The terms and conditions of the excess insurance carriers

issued to the Central San Joaquin Valley Risk Management

Authority are incorporated into this policy.

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

Endorsements No. 1, 2, 3, and 4 Forming Part of the

Memorandum at Inception

It is agreed that this Declarations 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 PROPERTY 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 PROPERTY 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. <u>COVERAGE AGREEMENT</u>

- 1. The **Authority** will reimburse the **Member City** named on the Declarations for **losses** to property that is, insured by the terms and conditions of the **purchased insurance**, less any applicable **Member City** deductible.
- 2. This **Memorandum of Coverage** does not apply to **loss** arising from or related to **cyber liability**
- 3. This **Memorandum of Coverage** does not apply to **loss** to unscheduled **infrastructure**.
- 4. Except as set forth herein to the contrary, the **Memorandum of Coverage** incorporates the terms, provisions, and conditions of the **purchased insurance** with regard to the portion of any loss which is the subject of this Memorandum.

B. LIMIT OF LIABILITY

The limit of liability of the **Authority** for each loss shall be the amount of the deductible under the **purchased** insurance less the applicable **Member City** deductible under this coverage, but in no event more than the amount stated on the Declarations.

C. DEDUCTIBLE

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

D. CONDITIONS

1. The **Authority** shall have the same rights as provided to the insurer by the **purchased insurance**.

1 Effective 7/1/25

- 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 the **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 Property Program. Once the Pooled Property Program is made whole, remaining funds will be paid to the **Member**.
- 4. Appraisals must be submitted for existing structures and construction, or square footage price must be submitted on structures added for coverage within one year of construction. If there is no appraisal or construction or square footage price on file with the **Authority** for the property which is the subject of the loss, there is no coverage under the Pooled Property Program.

E. <u>COVERAGE PERIOD</u>

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

F. DEFINITIONS

In addition to the definitions provided in the **Authority's** Bylaws and the **purchased insurance policy**, the following additional definitions apply to the **Master Plan Document** and the **Memorandum of Coverage** for this Pooled Property Program:

- 1. **Loss** shall have the same meaning as in the **purchased insurance**.
- 2. **Purchased insurance** shall mean **insurance** purchased by the **Authority** for the benefit of the **Authority** and the **Member Cities** and specifically identified in the Declarations.
- 3. **Authority** means the Central San Joaquin Valley Risk Management Authority.
- 4. **Cyber Liability** means **loss** arising from or related to electronic media and storage devices, including, but not limited to, alteration, corruption, destruction, deletion or damage to data or data storage devices, transmission or failure to prevent transmission of malicious code or virus, cyber extortion, data protection, business interruption loss, privacy notification costs, penalties for regulatory defense or other penalties, or any other damage or **loss** arising out of or related to the acquisition, storage, use, misuse, disclosure, or transmission of electronic data of any kind.
- 5. **Infrastructure** means items such as tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, streetlights and traffic signals and other items determined infrastructure by the **purchased insurance**.

Effective 7/1/25

MEMORANDUM OF COVERAGE

POOLED PROPERTY PROGRAM ENDORSEMENT NO. 1

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

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 Huron	City of Patterson
City of Atwater	City of Kerman	City of Ripon
City of Arvin	City of Kingsburg	City of Riverbank
City of Ceres	City of Lathrop	City of San Joaquin
City of Chowchilla	City of Lemoore	City of Selma
City of Clovis	City of Livingston	City of Shafter
City of Corcoran	City of Los Banos	City of Sonora
City of Dos Palos	City of Madera	City of Sutter Creek
City of Exeter	City of Oakdale	City of Taft
City of Farmersville	City of Maricopa	City of Tehachapi
City of Firebaugh	City of McFarland	City of Wasco
City of Fowler	City of Mendota	City of Woodlake
City of Gustine	City of Newman	
City of Hughson	City of Parlier	

Effective Date: July 1, 2025

Endorsement No.: 1

Jeanute Workman
AUTHORIZED REPRESENTATIVE

MEMORANDUM OF COVERAGE

POOLED PROPERTY PROGRAM ENDORSEMENT NO. 2

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

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

\$5,000 Deductible

City of Angels Camp	City of Huron	City of Patterson
City of Arvin	City of Kerman	City of Ripon
City of Ceres	City of Kingsburg	City of Riverbank
City of Chowchilla	City of Lathrop	City of San Joaquin
City of Clovis	City of Livingston	City of Selma
City of Corcoran	City of Los Banos	City of Shafter
City of Dos Palos	City of Madera	City of Sonora
City of Farmersville	City of Maricopa	City of Sutter Creek
City of Firebaugh	City of McFarland	City of Tehachapi
City of Fowler	City of Mendota	City of Wasco
City of Gustine	City of Newman	City of Woodlake
City of Hughson	City of Parlier	

Effective Date: July 1, 2025

Endorsement No.: 2

deanite Workman
AUTHORIZED REPRESENTATIVE

MEMORANDUM OF COVERAGE

POOLED PROPERTY PROGRAM ENDORSEMENT NO. 3

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

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

\$10,000 Deductible

City of Taft

Effective Date: July 1, 2025

Endorsement No.: 3

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AUTHORIZED REPRESENTATIVE

MEMORANDUM OF COVERAGE

POOLED PROPERTY PROGRAM ENDORSEMENT NO. 4

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

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

\$25,000 Deductible

City of Atwater	City of Lemoore
City of Exeter	City of Oakdale

Effective Date: July 1, 2025

Endorsement No.: 4

AUTHORIZED REPRESENTATIVE