

**VECTOR CONTROL JOINT POWERS AGENCY
(VCJPA)**

**POOLED AUTO PHYSICAL DAMAGE PROGRAM
MEMORANDUM OF COVERAGE**

FOR THE 2023/24 PROGRAM YEAR

EFFECTIVE JULY 1, 2023

VECTOR CONTROL JOINT POWERS AGENCY

AUTO PHYSICAL DAMAGE COVERAGE

DECLARATIONS

POLICY NO. VCJPA 2023-APD

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:
12:01 a.m. Pacific Time

From 7-1-2023 to 7-1-2024

LIMITS OF LIABILITY:

Per Section C of the Memorandum of
Coverage

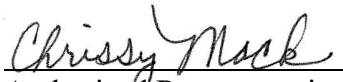
DEDUCTIBLE:

\$1,000 per loss

FORMS AND ENDORSEMENTS:
Forming Part of the Policy at Inception

Form VCJPA-23, Endorsements #1

ON BEHALF OF VECTOR CONTROL JOINT POWERS AGENCY


Authorized Representative

**VECTOR CONTROL JOINT POWERS AGENCY
POOLED AUTO PHYSICAL DAMAGE PROGRAM
MEMORANDUM OF COVERAGE**

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VECTOR CONTROL JOINT POWERS AGENCY

POOLED AUTO PHYSICAL DAMAGE PROGRAM

MEMORANDUM OF COVERAGE

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

A. COVERAGE AGREEMENT

1. The *Agency* will reimburse the *Member District* named on the Declarations for *Losses* to an *Automobile, Watercraft, or Unmanned Aircraft System* and/or its equipment occurring during the coverage period.
2. The *Agency* will reimburse, up to \$300, the *Member District* for towing and labor costs incurred due to an *Automobile* or a *Watercraft* being disabled, in any way not stated in Section B, Exclusions.
3. The *Agency* will reimburse, up to \$75 a day, the *Member District* for the additional expenses incurred in the procurement of transportation to replace that which a disabled *Automobile* would have provided while it is being repaired or replaced.

B. EXCLUSIONS

This coverage does not apply to *Loss* caused by:

1. War, whether or not declared, insurrection, rebellion, or revolution;
2. Wear, tear, freezing, or mechanical or electrical breakdown; or
3. Blowout, punctures, or other road damage to tires.

C. LIMIT OF LIABILITY

The *Agency* shall pay, for any one *Loss*, the lesser of:

1. \$ 50,000;
2. The cost of repairing the damaged or stolen property.
3. The *Replacement Cost* of the damaged or stolen property. In the event the estimated cost of repairs exceeds the actual cash value of the damaged or stolen property, the *Agency*, or an *Agency* selected representative, reserves the right to deem the vehicle a *Total Loss*, in which case the *Agency* will pay the lesser of \$50,000 or the *Replacement Cost*.

If the damaged or stolen property is a *Specialty Vehicle*, then the current value of the enhancement, conversion, or accessory that makes the vehicle a *Specialty Vehicle* will be included when determining the actual cash value of the vehicle.

Additionally, the member district retains the right to determine when a *Loss* involving a *Specialty Vehicle* is a *Total Loss*. However, after the *Agency* has paid monies in excess of 100% of the actual cash value on any one covered *Loss* to a *Specialty Vehicle*, if a second *Loss* occurs involving that *Specialty Vehicle*, then the *Agency*, or an *Agency* selected representative, reserves the right to deem the vehicle a *Total Loss*.

The amount \$50,000 in number 1 above may be increased at the option of the *Member District* by multiples of \$50,000 for a particular *Automobile or Watercraft*, in accordance with the Pooled Auto Physical Damage Program *Master Plan Document*.

D. DEDUCTIBLE

The *Agency's* liability under Section C above shall be reduced by the Deductible amount of \$1,000.

E. CONDITIONS

1. The *Agency* shall retain an independent appraisal company to evaluate the claim and the damaged or stolen property and determine the cost of repairing the damaged or stolen property under Section C(3) with the cost of the independent appraisal paid through the Pooled Auto Physical Damage Program. The cost amount as determined by the appraisal company shall be used to establish the cost of repairs to *Automobiles* or *Watercraft* under Section C(3). The *Agency* has the right to set the cost of repairs as it deems appropriate, but in no event may the cost of repairs established by the *Agency* be greater than the *total loss* value of the damaged or stolen *Automobile* or *Watercraft*.

The *Member District* shall submit one estimate for the cost of repairing an *Unmanned Aircraft System* from which the *Agency* may establish the cost of repairs under Section C (3). The *Agency* has the right to set the cost of repairs as it deems appropriate, but in no event may the cost of repairs established by the *Agency* be greater than the *Total Loss* value of the damaged or stolen *Unmanned Aircraft System*.

Where the *Member District* has not replaced stolen property covered under this Memorandum and the stolen property is found, the *Agency* may return such property to the *Member District* and request return of any payment made under the claim reduced by the cost of any repairs to such property.

2. The *Agency* shall have the right to any recovery made by the *Member District* or right of recovery that the *Member District* may have against any other person or entity concerning any *loss* under this memorandum of coverage. If it is determined that the *Automobile* or *Watercraft* is a *Total Loss*, the *Member District* may choose to retain the *Automobile* or *Watercraft* or send the *Automobile* or *Watercraft* to salvage; except, however, if frame damage is indicated in a repair estimate or independent claims adjuster report, the *Member District* shall send the *Automobile* or *Watercraft* to salvage. Any monies recovered shall be forwarded to the APD Pool.
3. If an *Automobile* or *Watercraft* declared a *Total Loss* is retained by the *Member District*, 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 *Agency* obtaining three purchase bids from salvage yards and utilizing the value of the highest bidder. Upon reimbursement by the *Agency* to the *Member District* of a retained *Automobile* or *Watercraft* that has been declared a *Total Loss* under this memorandum, there will be no further coverage afforded under this memorandum for such *Automobile* or *Watercraft*.
4. If an *Automobile* declared a *Total Loss* is retained by the *Member District* and repaired, the *Member District* 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 *Agency*.
 - c. Re-register the vehicle with a salvage title through the DMV and follow all associated rules and regulations as required by the DMV.
5. The *Member District* shall be responsible for any and all fees associated with retaining an *Automobile* or *Watercraft* that has been declared a *Total Loss*.
6. If there is insurance or other coverage applicable to the *Loss* incurred, such insurance or other coverage, unless it specifically states that it is excess of this coverage, shall reduce the liability of the *Agency* by the amount that insurance or other coverage is liable for such *Loss*.

F. COVERAGE PERIOD

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

G. DEFINITIONS

In addition to the definitions provided in the *Agency's* Bylaws, the following additional definitions apply to this Memorandum of Coverage for this PAPDP:

1. *Automobile* shall mean any land motor vehicle, trailer, semitrailer, or *specialty vehicle* owned or leased, or rented (for less than 30 days) by a *Member District*, if such vehicle, trailer, or semitrailer is licensed for travel on public roads. However, *Automobile* does not include contractor's equipment.
2. *Loss* shall mean direct and accidental loss or damage.
3. *Replacement Cost* shall mean the cost to replace the property with like kind and quality or the most closely equivalent property available without deduction for depreciation.
3. *Specialty Vehicle* shall mean any land motor vehicle with special enhancements, conversions and/or accessories that have been made or installed. An example would-be right-hand drive vehicles.
4. *Total Loss* shall mean the cost to repair or replace the damaged or stolen property is determined to exceed the fair market value of the property.
5. *Unmanned Aircraft System* shall mean a device or machine that is intended to navigate in the air without an on-board pilot, also commonly referred to as a "drone."
6. *Watercraft* shall mean any motor driven boat or craft for use on water, which is owned by, or leased for at least 180 days to, the *Member District* if such vehicle is used in connection with the operations of the *Member District*.

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

**AUTO PHYSICAL DAMAGE
ENDORSEMENT NO. 1**

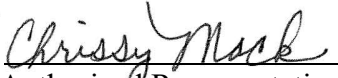
It is understood that the Named Covered Party of the Declarations is completed as follows:

Vector Control Joint Powers Agency,

<u>Member</u>	<u>Retained Limit</u>
Alameda County Mosquito Abatement District	\$ 1,000
Burney Basin Mosquito Abatement District	\$ 1,000
Butte County Mosquito and Vector Control District	\$ 1,000
Coachella Valley Mosquito and Vector Control District	\$ 1,000
Coalinga-Huron Mosquito Abatement District	\$ 1,000
Colusa Mosquito Abatement District	\$ 1,000
Compton Creek Mosquito Abatement District	\$ 1,000
Consolidated Mosquito Abatement District	\$ 1,000
Contra Costa Mosquito and Vector Control District	\$ 1,000
Delta Mosquito and Vector Control District	\$ 1,000
Durham Mosquito Abatement District	\$ 1,000
Fresno Mosquito and Vector Control District	\$ 1,000
Glenn County Mosquito and Vector Control District	\$ 1,000
Greater Los Angeles County Vector Control District	\$ 1,000
Kings Mosquito Abatement District	\$ 1,000
Lake County Vector Control District	\$ 1,000
Los Angeles County West Vector Control District	\$ 1,000
Marin-Sonoma Mosquito and Vector Control District	\$ 1,000
Monterey County Mosquito Abatement District	\$ 1,000
Mosquito and Vector Management District of Santa Barbara County	\$ 1,000
Napa County Mosquito Abatement District	\$ 1,000
Northwest Mosquito and Vector Control District	\$ 1,000
Orange County Mosquito and Vector Control District	\$ 1,000
Pine Grove Mosquito Abatement District	\$ 1,000
Placer Mosquito and Vector Control District	\$ 1,000
Sacramento-Yolo Mosquito and Vector Control District	\$ 1,000
San Gabriel Valley Mosquito and Vector Control District	\$ 1,000
San Joaquin County Mosquito and Vector Control District	\$ 1,000
San Mateo County Mosquito and Vector Control District	\$ 1,000
Shasta Mosquito and Vector Control District	\$ 1,000
Sutter-Yuba Mosquito and Vector Control District	\$ 1,000
Tehama County Mosquito and Vector Control District	\$ 1,000
Turlock Mosquito Abatement District	\$ 1,000
West Valley Mosquito and Vector Control District	\$ 1,000

Attached to and Forming Part of Policy No. VCJPA 2023-APD

Effective Date: July 1, 2023


Authorized Representative