

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

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

FOR THE 2017/18 PROGRAM YEAR

EFFECTIVE JULY 1, 2017

VECTOR CONTROL JOINT POWERS AGENCY

AUTO PHYSICAL DAMAGE COVERAGE

DECLARATIONS

POLICY NO. VCJPA 2017-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:	From 7-1-2017 to 7-1-2018 12:01 a.m. Pacific Time
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-17, Endorsements #1 and #2

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* or a *Watercraft* 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. \$ 35,000;
2. The cost of repairing or replacing, with like kind, the damaged or stolen property.
3. The actual cash value of the damaged or stolen property. In the event the estimated cost of repairs is 80% or more of 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*.

Exception: 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 the 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 \$35,000 in number 1 above may be increased at the option of the *Member District* by multiples of \$35,000, 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 *Member District* shall submit two estimates for the cost of repairing the *Automobile* or *Watercraft* from which the *Agency* may establish the cost of repairs under Section C (3). If the first estimate obtained determines that the *Automobile* or *Watercraft* is a *total loss*, only one estimate will be required. 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 *Agency*, with the approval of the Administrator, shall have limited discretion to accept one repair estimate from a *Member District* when multiple estimates would create a significant hardship for the *Member District*.

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* shall be required to

send the *Automobile* or *Watercraft* to salvage and any monies recovered shall be forwarded to the APD Pool.

3. 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 this *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* means 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* means direct and accidental loss or damage.
3. *Specialty Vehicle* means 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* means the cost to repair or replace the damaged or stolen property is determined to be 80% or more of the actual cash value of the property. The actual cash value is determined by using Kelly Blue Book or another industry recognized source. If an *automobile* is declared a *total loss*, then the *automobile* is deemed unsafe to drive and therefore uninsurable under this Memorandum of Coverage.
5. *Watercraft* means 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 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
Mosquito and Vector Management District of Santa Barbara County	\$ 1,000
Napa County Mosquito Abatement District	\$ 1,000
Northern Salinas Valley Mosquito Abatement District	\$ 1,000
Northwest Mosquito and Vector Control District	\$ 1,000
Orange County Vector Control District	\$ 1,000
Oroville Mosquito Abatement 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 2017-APD

Effective Date: July 1, 2017

Chrissy Mack

Authorized Representative

**VECTOR CONTROL JOINT POWERS AGENCY
MEMORANDUM OF COVERAGE
AUTO PHYSICAL DAMAGE PROGRAM
ENDORSEMENT NO. 2**

IT IS UNDERSTOOD THAT, PURSUANT TO SECTION C OF THE MEMORANDUM OF COVERAGE, THE LIMITS OF LIABILITY FOR THE AUTOMOBILES LISTED BELOW ARE AS FOLLOWS:

ATTACHED TO AND FORMING PART OF POLICY NO. VCJPA 2017-APD

<u>MEMBER DISTRICT</u>	<u>AUTOMOBILE</u>	<u>LIMITS OF LIABILITY</u>
Butte County Mosquito and Vector Control District	2000 International Nurse Truck VIN: 1HTSDAAN4YH299568	\$105,000
Delta Vector Control District	2007 Chevrolet Flatbed Truck VIN: 1GBHK24D17E134152	\$70,000
	2001 Chevrolet 4x4 1-ton Truck VIN: 1GBJK34101F128292	\$70,000
Greater Los Angeles County Vector Control District	2002 Ford Dutchstar VIN: 1FCNF53S120A	\$140,000
Kings Mosquito Abatement District	2014 Ford 350 VIN: 1FDRF3G68EEA60762	\$70,000
	2015 Ford 350 VIN: 1FDRE3G6XFEB81696	\$70,000
Napa County Mosquito Abatement District	2007 Chevy VIN: 1GBHK24K97E543367	\$70,000
	2008 Chevy VIN: 1GBHK24K38E185359	\$70,000
	2008 Chevy VIN: 1GBHK24K38E185507	\$70,000
	2009 Chevy VIN: 1GBHK44K99F131846	\$70,000
	2009 Chevy VIN: 1GBHK44K59F132699	\$70,000
	2010 Chevy VIN: 1GB3KVBK7AF122554	\$70,000
Northwest Mosquito and Vector Control District	2012 Ford Expedition VIN: 1FMJUZA51CEF24808	\$70,000

	2015 Ford Altec AT35G VIN: 1FDUF5GY5FED46318	\$105,000
Oroville Mosquito Abatement District	1995 Ford Ranger VIN: 1FTCR110SPA62549	\$70,000
	2006 Chevy 1500 VIN: 1GCEC14Z282740	\$70,000
	2012 Ford F150 VIN: 1FTMF1EFSCFA60330	\$70,000
Sacramento-Yolo Mosquito and Vector Control District	Ford Dump Truck VIN: 3FDXF75R11MA55242	\$70,000
	2002 Case Back-Hoe VIN: JJG0309241	\$70,000
San Mateo County Mosquito and Vector Control District	2013 Chevy Silverado 2500LT 1GC1KXC84DF149863	\$70,000

Attached to and Forming Part of Policy No. VCJPA 2017-APD

Effective Date: July 1, 2017



Authorized Representative

Endt. #2
07/1/2017

**VECTOR CONTROL JOINT POWERS AGENCY
MEMORANDUM OF COVERAGE
POOLED AUTO PHYSICAL DAMAGE PROGRAM
ENDORSEMENT NO. 3**

It is understood that subsections 2 and 3 of Section E., Conditions, are deleted in their entirety and replaced with the following:

1. 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.
2. 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*.
3. 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.
4. 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*.
5. 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 this *Agency* by the amount that *Insurance* or other coverage is liable for such *Loss*.

It is further understood that the third sentence in subsection 4 of Section G., Definitions, is deleted.

Attached to and forming part of Memorandum of Coverage No. VCJPA 2017-APD.

Effective Date: July 1, 2017

A handwritten signature in cursive script that reads "Chrissy Mack".

Authorized Representative

Endt. #3
7/1/17