VECTOR CONTROL JOINT POWERS AGENCY (VCJPA)

POOLED AUTO PHYSICAL DAMAGE PROGRAM MEMORANDUM OF COVERAGE

FOR THE 2018/19 PROGRAM YEAR

EFFECTIVE JULY 1, 2018

VECTOR CONTROL JOINT POWERS AGENCY

AUTO PHYSICAL DAMAGE COVERAGE

DECLARATIONS

POLICY NO. VCJPA 2018-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

From 7-1-2018 to 7-1-2019

12:01 a.m. Pacific Time

POLICY PERIOD:

LIMITS OF LIABILITY:

Per Section C of the Memorandum of Coverage

DEDUCTIBLE:

FORMS AND ENDORSEMENTS: Forming Part of the Policy at Inception \$1,000 per loss

Form VCJPA-18, Endorsements #1 and #2

ON BEHALF OF VECTOR CONTROL JOINT POWERS AGENCY

Chrissy Mack

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. <u>COVERAGE AGREEMENT</u>

- 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. <u>EXCLUSIONS</u>

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. <u>LIMIT OF LIABILITY</u>

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. <u>DEDUCTIBLE</u>

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

E. <u>CONDITIONS</u>

1. The *Member District* shall submit two estimates for the cost of repairing *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*.

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 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. <u>COVERAGE PERIOD</u>

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 *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.
- *Unmanned Aircraft System* means 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* 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,

Member

Retained Limit

	¢ 1.000
Alameda County Mosquito Abatement District	\$ 1,000 \$ 1,000
Burney Basin Mosquito Abatement District	\$ 1,000 \$ 1,000
Butte County Mosquito and Vector Control District	\$ 1,000 \$ 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
	Ψ 1,000

Attached to and Forming Part of Policy No. VCJPA 2018-APD

Effective Date: July 1, 2018

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 2018-APD

MEMBER DISTRICT	<u>AUTOMOBILE</u>	LIMITS OF <u>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: 1GBHK24K38E185507 2009 Chevy VIN: 1GBHK44K99F131846	\$70,000
	VIIV. TODIIR++R//11310+0	\$70,000
	2010 Chevy VIN: 1GB3KVBK7AF122554	\$70,000
	2017 Chevy VIN: 1GB0KUEG5HZ190784	\$70,000
	2017 Chevy VIN: 1GB0KUEG5HZ187531	\$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

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Authorized Representative

Endt. #2 07/1/2018