

**BAY CITIES JOINT POWERS INSURANCE AUTHORITY  
(BCJPIA)**

**POOLED PROPERTY PROGRAM**

**MEMORANDUM OF COVERAGE**

**FOR THE 2022-2023 PROGRAM YEAR  
EFFECTIVE JULY 1, 2022**

**FORM NO. BCJPIA 2022-23 P**

**BAY CITIES JOINT POWERS INSURANCE AUTHORITY**

**POOLED PROPERTY COVERAGE**

**MEMORANDUM NO. BCJPIA 2022-23 P**

**DECLARATIONS**

**NAMED COVERED PARTY:** Bay Cities Joint Powers Insurance Authority,  
et al., as per Endorsement No. 1  
  
1750 Creekside Oaks Drive, Suite 200  
Sacramento, CA 95833

**COVERAGE PERIOD:** From 7-1-2022 to 7-1-2023  
12:01 a.m. Pacific Time

**PROPERTY COVERED:** Schedule of Covered Property on file with Bay Cities  
Joint Powers Insurance Authority

**LIMITS OF LIABILITY:** \$250,000

**DEDUCTIBLE:** \$10,000 or \$50,000 per loss

**COVERAGE:** The terms and conditions of reinsurance certificate  
issued to APIP and Bay Cities Joint Powers Insurance  
Authority are incorporated into this policy subject to  
the Exclusions contained herein.

**FORMS AND ENDORSEMENTS:** Form No. BCJPIA 2022-23 P,  
Forming Part of the Memorandum at Inception Endorsement No. 1 and No. 2

**ON BEHALF OF BAY CITIES JOINT POWERS INSURANCE AUTHORITY**

  
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AUTHORIZED REPRESENTATIVE

**POOLED PROPERTY PROGRAM  
MEMORANDUM OF COVERAGE**

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**BAY CITIES JOINT POWERS INSURANCE AUTHORITY (BCJPIA)**

**POOLED PROPERTY PROGRAM (PPP)**

**MEMORANDUM OF COVERAGE**

**FORM NO. BCJPIA 2022-23 P**

**2022-2023**

This Memorandum of Coverage (MOC) sets forth the terms, conditions, and limitations of coverage provided to **Participants** under the Pooled Property Program (PPP). The terms of this MOC may not be changed or waived except by amendment made a part of this MOC.

Throughout this MOC, words and phrases that appear in **bold** have special meaning. They are defined in Section A, “Definitions” or in the Master Program Document.

**SECTION I - DEFINITIONS**

In addition to the definitions provided in the **purchased insurance**, the following additional definitions apply to the MOC for this PPP:

1. **Authority** shall mean the Bay Cities Joint Powers Insurance Authority.
2. **Loss** shall have the same meaning as in the **purchased insurance**.
3. **Covered Party** shall mean a **Participant** that has sustained a **loss** which is covered under this MOC.
4. **Purchased insurance** shall mean insurance, reinsurance or pooled self-insurance purchased by the **Authority** for the benefit of the **Authority** and the **Covered Party** and specifically identified in the Declarations.
5. **Cyber liability** shall mean damage or **loss** arising from or related to electronic media or technology errors and omissions, including, but not limited to, property damage, data loss, alteration, corruption, destruction, deletion or damage to or inability to access or transmit data, transmission or failure prevent transmission of malicious code or virus, damage to electronic data or other property from malicious code or virus, unauthorized access to or distribution of private or confidential information, cyber extortion, data protection, business interruption loss, privacy notification expenses and costs, penalties for regulatory defense or other penalties, or any other **loss**, cost, or damage arising out of or related to the acquisition, storage, security, use, misuse, disclosure, or transmission of electronic data of any kind.

## **SECTION II - COVERAGE AGREEMENT**

1. The **Authority** will reimburse the **Covered Party** named on the Declarations for **losses** to scheduled property that is insured by the terms and conditions of the **purchased insurance**, less any applicable **Covered Party** deductible. All property must be scheduled prior to **loss** or within thirty (30) days of acquisition in order for coverages and limits under the PPP, or **purchased insurance**, to apply.
2. This MOC incorporates the terms, provisions, and conditions of the **purchased insurance** except with regard to that portion of any **loss** which is the subject of this PPP.

## **SECTION III - LIMIT OF LIABILITY**

The limit of liability of the **Authority** for each **loss** shall be the amount of the deductible as specified under the **purchased insurance**, less the applicable **Covered Party** deductible under this PPP, but in no event more than the amount stated on the Declarations.

## **SECTION IV - DEDUCTIBLE**

The **Authority's** liability under Section III above shall be reduced by any applicable **Covered Party** deductible.

## **SECTION V - COVERAGE PERIOD**

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

## **SECTION VI - EXCLUSIONS**

In addition to any exclusions set forth in the **purchased insurance**, this MOC does not apply to:

1. New buildings or structures in the course of construction up to the time that the new building(s) or structure(s) is approved for occupancy or put to its intended use, whichever occurs first.
2. Flood; however, this exclusion shall not apply to **loss** or damage caused by or resulting from ensuing fire or explosion or any other perils covered under this MOC.
3. Any properties that are not scheduled prior to a **loss** or within thirty (30) days of acquisition.
4. Contamination by "pollutants" introduced at any time, into, under or upon land, water, or the atmosphere, or any watercourse or body of water or aquifer. This exclusion applies whether or not the contamination is introduced intentionally or accidentally or gradually or suddenly and whether or not the **Covered Party** or any other person or organization is responsible for the contamination.

"Contamination" includes any unclean, unsafe, or unhealthful condition, either actual or potential, which arises out of the presence in the environment of any "pollutant" whether permanent or transient. "Environment" includes land, bodies of water, underground water or water table or aquifer, the atmosphere, and any other natural feature of the earth, whether or not altered, developed or cultivated. "Pollutant" means any solid, liquid, gaseous, or thermal

irritant or contaminant, including smoke vapor, soot, fumes, acids, alkalis, chemicals, airborne particles or fibers, molds and/or fungus, and waste, including materials to be discarded or to be recycled, reconditioned, or reclaimed.

This exclusion does not apply to contamination or dispersal of “pollutants” which is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems.

5. Errors & Omissions, including but not limited to unintentional errors or unintentional omissions in description, location of property, or valuation of property.
6. Earthquake; however, this exclusion shall not apply to **loss** or damage caused by or resulting from ensuing fire or explosion or any other perils covered under this MOC.
7. War, whether or not declared, insurrection, rebellion, terrorism, or revolution. Terrorism is defined as an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
8. Nuclear contamination.
9. Damage intentionally caused by or on behalf of a **Covered Party**.
10. **Loss** or damage arising from or related to **cyber liability**, by whatever name called.

#### **SECTION VII - CONDITIONS**

1. The **Authority** shall have the same rights as provided to the insurer by the **purchased insurance**.
2. If there is insurance or pooled self-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 **loss** covered under this MOC, the **Covered Party** shall give notice thereof to the **Authority** of such **loss** as soon as practicable, but in no event more than 90 days after the loss occurs.
4. If the Authority pursues subrogation of a **loss**, the funds from any recovery shall first be allocated to payment of the expenses of the subrogation and then to reimbursement in full for payment of the claim and adjusting expenses. The **Covered Party** shall be reimbursed its deductible from any remaining funds.

**BAY CITIES JOINT POWERS INSURANCE AUTHORITY**

**MEMORANDUM OF COVERAGE**

**PROPERTY COVERAGE**

**ENDORSEMENT NO. 1**

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

Bay Cities Joint Powers Insurance Authority (BCJPIA),  
City of Albany,  
City of Berkeley,  
City of Brisbane,  
Central Marin Police Authority  
Central Marin Fire Authority,  
Town of Corte Madera  
City of Emeryville,  
Town of Fairfax,  
City of Larkspur,  
City of Los Altos,  
City of Menlo Park,  
City of Mill Valley,  
City of Monte Sereno,  
City of Novato,  
City of Piedmont,  
City of Pleasanton,  
City of Redwood City,  
Town of San Anselmo,  
City of Sausalito, and  
City of Union City.

Attached to and forming part of Memorandum No. BCJPIA 2022-23 P

Effective Date: July 1, 2022

  
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AUTHORIZED REPRESENTATIVE

**BAY CITIES JOINT POWERS INSURANCE AUTHORITY**

**MEMORANDUM OF COVERAGE**

**PROPERTY COVERAGE**

**ENDORSEMENT NO. 2**

Deductibles applicable to each Participant are as follows:

<u>Member</u>	<u>Retained Limit</u>
City of Albany	\$ 10,000
City of Berkeley	\$ 10,000
City of Brisbane	\$ 10,000
Central Marin Police Authority	\$ 10,000
Central Marin Fire Authority	\$ 10,000
Town of Corte Madera	\$ 10,000
City of Emeryville	\$ 10,000
Town of Fairfax	\$ 10,000
City of Larkspur	\$ 10,000
City of Los Altos	\$ 10,000
City of Menlo Park	\$ 10,000
City of Mill Valley	\$ 10,000
City of Monte Sereno	\$ 10,000
City of Novato	\$ 10,000
City of Piedmont	\$ 10,000
City of Pleasanton	\$ 10,000
City of Redwood City	\$ 10,000
Town of San Anselmo	\$ 10,000
City of Sausalito	\$ 10,000
City of Union City	\$ 10,000

Attached to and forming part of Memorandum No. BCJPIA 2022-23 P

Effective Date: July 1, 2022

  
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AUTHORIZED REPRESENTATIVE