

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

POOLED AUTO PHYSICAL DAMAGE PROGRAM

MEMORANDUM OF COVERAGE

**FOR THE 2023-2024 PROGRAM YEAR
EFFECTIVE JULY 1, 2023**

FORM NO. BCJPIA 2023-24 APD

**BAY CITIES JOINT POWERS INSURANCE AUTHORITY
POOLED AUTO PHYSICAL DAMAGE COVERAGE
MEMORANDUM NO. BCJPIA 2023-24 APD
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 7-1-2023 to 7-1-2024
12:01 a.m. Pacific Time

PROPERTY COVERED: Schedule of Automobiles on file with Bay Cities Joint Powers Insurance Authority

LIMITS OF LIABILITY: \$25,000 per **Loss** for all vehicles valued under \$250,000 except police vehicles, inclusive of the applicable **Participant** deductible
\$50,000 per **Loss** for all police vehicles, including motorcycles, inclusive of the applicable **Participant** deductible
\$100,000 per **Loss** for vehicles valued between \$250,000 and \$750,000, inclusive of the applicable **Participant** deductible
\$250,000 per **Loss** for vehicles valued over \$750,000, inclusive of the applicable **Participant** deductible

DEDUCTIBLES: \$1,000 per **Loss** for repair
\$10,000 per **Loss** for replacement of vehicles valued under \$250,000 and all police vehicles, including motorcycles
\$15,000 per **Loss** for replacement of vehicles valued at \$250,000 or higher

FORMS AND ENDORSEMENTS: Form No. BCJPIA 2023-24 APD,
Forming part of the Memorandum at Inception Endorsement No. 1

ON BEHALF OF BAY CITIES JOINT POWERS INSURANCE AUTHORITY



AUTHORIZED REPRESENTATIVE

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

TABLE OF CONTENTS

SECTION I	
DEFINITIONS.....	1
SECTION II	
COVERAGE AGREEMENT	2
SECTION III	
LIMIT OF LIABILITY.....	3
SECTION IV	
DEDUCTIBLE	3
SECTION V	
COVERAGE PERIOD AND REPORTING	3
SECTION VI	
EXCLUSIONS.....	3
SECTION VII	
CONDITIONS	4
ENDORSEMENT #1	

BAY CITIES JOINT POWERS INSURANCE AUTHORITY (BCJPIA)

POOLED AUTO PHYSICAL DAMAGE PROGRAM (PAPDP)

MEMORANDUM OF COVERAGE

FORM NO. BCJPIA 2023-24 APD

2023-2024

This Memorandum of Coverage (MOC) sets forth the terms, conditions, and limitations of coverage provided to **Participants** under the Pooled Auto Physical Damage Program (PAPDP). 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

The terms in bold print are defined as follows:

1. **Authority** shall mean the Bay Cities Joint Powers Insurance Authority.
2. **Automobile(s)** shall mean a scheduled land motor vehicle, trailer, or semi-trailer owned by, or leased for at least 180 days to, the **Participant**, and is licensed and designed for travel on public roads along with any permanently attached equipment. A vehicle is scheduled if its replacement value and identification have been reported to the **Authority** by the **Participant**.

Automobiles shall include **Mobile Equipment** but not **Contractor’s Equipment**.

3. **Mobile Equipment** shall mean any of the following types of land vehicles and any attached machinery and equipment:
 - (a). bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b). vehicles maintained for use solely on or next to premises owned or rented by a **Participant**;
 - (c). vehicles that travel on crawler treads;
 - (d). vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - i. power cranes, shovels, loaders, diggers, drills, or;
 - ii. road construction or resurfacing equipment such as graders, scrapers or rollers.

- (e). Vehicles not described in paragraphs (a), (b), (c), or (d) above that are not self-propelled but are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - ii. cherry pickers and similar devices used to raise or lower workers.
- (f). Vehicles, not described in paragraphs (a), (b), (c), or (d) above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Automobiles**:
 - i. Equipment designed primarily for:
 - a. snow removal,
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
 - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - iii. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, **Mobile Equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **Automobiles**.

- 4. **Contractor's Equipment** shall mean a land vehicle not subject to motor vehicle registration however **Contractor's Equipment** shall not include vehicles described in paragraph 3, above.
- 5. **Covered Party** shall mean a **Participant** that has sustained a **Loss** which is covered under this MOC.
- 6. **Loss(es)** shall mean any direct and accidental loss or damage to **Automobiles** occurring during the coverage period, which is not specifically excluded from this MOC.

SECTION II - COVERAGE AGREEMENT

The **Authority** will reimburse the **Covered Party** for **Losses** to an **Automobile** occurring during the coverage period and reported within ninety days of the **Loss**. All **Automobiles** must be scheduled prior to **Loss**, or have been acquired during the coverage period in which the **Loss** occurs, in order for coverages and limits under the PAPDP to apply.

A **Automobile** that is purchased by or leased for at least 180 days to the **Participant** during the coverage period shall be covered under this PAPDP for the remainder of that coverage period, but must be scheduled for the next coverage period in order for coverage to continue.

The **Authority** will reimburse the **Covered Party** towing expenses incurred by the **Covered Party** to transport the **Automobile** to the **Covered Party's** property or to a repair facility, up to a maximum of expense of \$500.

SECTION III - LIMIT OF LIABILITY

The **Authority** shall pay up to the applicable Limit of Liability as outlined on the Declarations Page for any one **Loss** for the cost of repairing or replacing, whichever is less, the damaged or stolen **Automobile(s)** with like kind.

SECTION IV - DEDUCTIBLE

The **Authority's** liability under Section III above shall be reduced by the applicable deductible amount listed on the Declarations Page.

SECTION V - COVERAGE PERIOD AND REPORTING

This MOC applies to **Losses** occurring during the coverage period defined in the Declarations, and reported within ninety days of the **Loss**.

SECTION VI - EXCLUSIONS

This coverage does not apply to **Losses**:

1. caused by 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;
2. caused by wear, tear, improperly maintained tires, freezing, or mechanical or electrical breakdown;
3. caused by flood;
4. caused by earthquake; or
5. that occur when the **Automobile** is parked at a **Covered Party's scheduled** location.

Exclusions 1, 3, and 4 do not apply to **Losses** to an **Automobile** when the **Automobile** is responding to the events described in those exclusions.

SECTION VII - CONDITIONS

1. The **Covered Party** shall submit two estimates for the cost of repairing or replacing the **Automobile(s)** from which the **Authority** may establish the cost of repairs under Section III. The **Authority** has the right to set the cost at the lower of the estimates or any amount higher, but in no event may the cost established by the **Authority** be greater than the actual costs of repairing or replacing the damaged or stolen **Automobile(s)**. Replacement cost will be paid only if both repair estimates exceed 100% of the Kelly Blue Book Value of the **Automobile**. Replacement cost for leased **Automobiles** shall be the actual value of the **Loss**, which is presumed to be the remaining lease value owed to the Lessor under the lease agreement. However, the presumption may be rebutted by the **Covered Party** if the **Covered Party**, within 60 days of the **Loss**, presents evidence of what it believes is the actual value of the **Loss**. The **Authority** has the right to deny coverage of a **Loss** if, at the time of reporting, the **Covered Party** has already repaired the **Automobile(s)**, two estimates of repair are not provided, and/or the **Claim** is not reported timely, in accordance with the provisions of Section V. The Executive Director of the Authority may, in his or her discretion, decide to provide coverage for **Losses** that are not reported timely, provided the total value of the **Loss** does not exceed \$2,500.00 and upon determination that the failure to timely report did not result in prejudice to the **Authority**.
2. Where the **Covered Party** has not replaced the stolen **Automobile(s)** covered under this MOC and the stolen **Automobile(s)** is found, the **Authority** may return such **Automobile(s)** to the **Covered Party** and request return of any payment made under the **Claim** reduced by the cost of any repairs to such **Automobile(s)**.
3. The **Authority** shall have the right to any recovery made by the **Covered Party** or right of recovery that the **Covered Party** may have against any other person or entity. The **Authority** shall have the option of deciding whether to pursue those rights at the expense of the **Authority**, or whether to allow the **Covered Party** to pursue those rights at the **Covered Party's** expense. 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. If the **Covered Party** pursues recovery, the first \$1,000, after expenses of the subrogation have been paid, shall be paid to the **Covered Party** for its deductible, and the remainder of any recovery shall be paid to the **Authority** up to the full amount of the **Claim** payment and adjusting expenses.
4. Should the **Covered Party** salvage any part of the **Automobile(s)**, it shall inform the **Authority** of any monies recovered and such monies shall either be forwarded to the **Authority**, or the total **Claim** amount shall be reduced by the salvage amount received by the **Covered Party**. Failure to disclose salvage recovery by the **Covered Party** shall be grounds for denial of the **Claim** by the **Authority**.
5. If there is insurance applicable to the **Loss**, 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**.

BAY CITIES JOINT POWERS INSURANCE AUTHORITY

MEMORANDUM OF COVERAGE

AUTO PHYSICAL DAMAGE 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 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 Mill Valley,
City of Novato,
City of Piedmont,
City of Pleasanton,
Town of San Anselmo,
City of Sausalito, and
City of Union City.

Attached to and forming part of Memorandum No. BCJPIA 2023-24 APD

Effective Date: July 1, 2023



AUTHORIZED REPRESENTATIVE