

**2020-2021  
Property  
Memorandum of Coverage**



**California Joint Powers  
Risk Management Authority**

**CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY  
PROPERTY MEMORANDUM OF COVERAGE  
PROGRAM YEAR: 2020-2021**

**DECLARATIONS**

**1. Coverage Provider**

California Joint Powers Risk Management Authority (CJPRMA) as now or may be hereafter constituted.

**2. Members**

As per the "Schedule of Members"

**3. CJPRMA Mailing Address**

3201 Doolan Road, Suite 285  
Livermore, CA 94551

**4. Coverage Period**

July 1, 2020 to July 1, 2021, beginning and ending at 12:01 AM standard time.

**5. Territory**

This Memorandum of Coverage applies while the property is within the United States, Canada, or Puerto Rico, and in due course of transit including airborne or waterborne between points and places therein, except that coverage does not apply to (1) waterborne shipments via the Panama Canal, (2) waterborne or airborne shipments to and from Alaska, to and from Hawaii, and to and from Puerto Rico.

Coverage on export shipments not insured under ocean marine policies does not extend beyond the time when the property is loaded on board overseas vessel or aircraft; coverage on import shipments not insured under ocean marine policies does not attach until after discharge from overseas vessel or aircraft.

**6. Limits of Liability**

In no event shall liability for loss under this Memorandum of Coverage arising out of one "occurrence" (see PEPIP form Section IV(AF)) from all contributing coverages exceed \$250,000.

For wildfire losses, in no event shall liability for loss under this Memorandum of Coverage arising out of one "occurrence" (see PEPIP form Section IV(AF)) from all contributing coverages exceed \$500,000.

7. **Self-Insured Retention**

From each adjusted loss or claim for damage granted under this Memorandum of Coverage and occurring from any one loss, disaster or casualty, the following applicable amount(s) shall be deducted: \$100,000 per occurrence

**SCHEDULE OF COVERED MEMBERS**

The following are included as Members:

City of Fairfield

City of Lodi

REMIF – Redwood Empire Municipal Insurance Fund

City of Richmond

## SECTION I GENERAL CONDITIONS

### 1. **Coverage Agreement**

The California Joint Powers Risk Management Authority, a joint powers authority comprised of California public agencies, hereinafter referred to as "CJPRMA," in return for the payment of premiums as they become due, in reliance upon the statements in the declarations made a part hereof and subject to all the terms and conditions of this Memorandum of Coverage, the Joint Powers Agreement and Bylaws, agrees to provide first party, pooled self insurance coverage to the member agencies against all risk of direct physical loss or damage to the property covered from external cause except as excluded herein.

Coverage is provided according to terms, conditions, definitions and exclusions contained in the current version of the PEPiP USA Master Policy Wording also referred to as Public Entity Property Insurance Program (PEPiP) which is incorporated by reference (hereinafter referred to as "the PEPiP form"). Should any term in this Memorandum of Coverage conflict with the PEPiP form, the language in this Memorandum of Coverage will prevail. The PEPiP form is updated periodically, and the form number changes with each revision.

Coverage includes Sections II, III, IV, V, VI, VII, VIII and IX of the PEPiP form, subject to the conditions, definitions and exclusions in the PEPiP form.

Specific Perils and Coverages with a lower deductible than \$100,000 in the PEPiP form shall be covered by PEPiP, and this Memorandum will not apply to such losses. Specific Perils and Coverages with a higher deductible than \$250,000 (other than wildfire) in the PEPiP form shall not be covered by this Memorandum

### 2. **Limits of Liability**

This Memorandum of Coverage may contain sublimits applicable to specific locations, or specific coverages or specific causes of loss. Such limits shall be the total payable as a result of a single occurrence (or an annual aggregate of certain occurrences where so specified) and neither the Memorandum of Coverage limit nor any sublimits shall be increased by the application of one or more PEPiP sublimits.

### 3. **Losses Excluded**

This Memorandum of Coverage does not cover loss or damage excluded under the terms of the PEPiP form.

This Memorandum of Coverage does not cover loss or damage due to flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

4. **Assignment**

Assignment of interest under this Memorandum of Coverage shall not bind CJPRMA until its consent is endorsed hereon.

5. **Loss Clause**

Except with respect to any aggregate limits of liability in this Memorandum of Coverage, any loss hereunder shall not reduce the limit.

6. **Other Insurance**

CJPRMA shall not be liable for loss if, at the time of loss there is any other insurance that would attach if this coverage had not been in effect, except that this coverage shall apply only as excess and in no event as contributing coverage, and then only after all other insurance has been exhausted.

7. **Excess Insurance**

Permission is granted to the member agency to have excess insurance over the limit(s) of liability set forth in this Memorandum of Coverage without prejudice to this Memorandum of Coverage and the existence of such insurance, if any, shall not reduce any liability under this Memorandum of Coverage.

8. **Underlying Insurance**

Permission is granted to the member agency to purchase insurance on all or any part of the deductible and against all or any of the perils covered by this Memorandum of Coverage. The existence of such underlying insurance shall not prejudice or affect any recovery otherwise payable under this Memorandum of Coverage.

If the limits of such underlying insurance exceed the deductible amount that would apply in the event of loss under this Memorandum of Coverage, then that portion which exceeds such a deductible amount shall be considered "other insurance."

9. **Inspection and Examination**

CJPRMA shall be permitted, but not obligated, to inspect the member's property and operations. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the member or others, to determine or warrant that such property or operations are safe.

CJPRMA shall be permitted to inspect the premises and to examine and audit the member's books and records at any time during the coverage period and an extension thereof and within three years after the final termination of the Memorandum of Coverage to verify the amount of recoveries of accounts receivable, valuable papers and records on which CJPRMA has made any settlement or any other subject matter related to this coverage.

10. **Protection of Property**

In case of actual or imminent danger of loss or damage, the member shall take all necessary steps to preserve and protect property from any further damage. Expense necessarily incurred for such preservation or protection shall be borne equally by the

member and CJPRMA, but any payment by CJPRMA shall not be an additional amount of coverage and shall be subject to the deductible.

11. **Notice of Loss**

The member shall immediately notify CJPRMA by written notice of any occurrence, the cost of which is likely to result in payment by CJPRMA under this Memorandum of Coverage.

12. **Abandonment**

There can be no abandonment of any property to CJPRMA.

14. **Conformance**

The terms of this Memorandum of Coverage that conflict with the applicable statutes of the state wherein this Memorandum of Coverage applies, are hereby amended to conform to such statutes.

15. **Subrogation**

In the event of any payment under this Memorandum of Coverage, CJPRMA shall be subrogated to all the member's rights of recovery therefor against any person or organization, and the member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The member shall do nothing after loss to prejudice such rights.

16. **PEPIP USA**

Coverage is not provided by CJPRMA above the level of \$250,000 per occurrence for any loss, and any such coverage above \$250,000 is subject to the terms and conditions of the excess policy provided by PEPIP form. To the extent that any loss exceeds \$250,000, if the loss is subject to a sublimit in the PEPIP form, that sublimit will apply to the loss even if the sublimit is not referred to in this Memorandum.