

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY LIABILITY MEMORANDUM OF COVERAGE

COVER PAGE CIRA GL# 2025/26

This Memorandum specifies the liability coverage afforded under the California Intergovernmental Risk Authority Liability Program. Coverage is afforded for Bodily Injury Property Damage, Personal Injury, and Public Officials Errors and Omissions arising out of liability risks to which this Memorandum applies, subject to certain exclusions, conditions, definitions and other provisions of this Memorandum.

California Government Code §990.4 provides that pooling self-insured clams or losses by public entities does not constitute the business of insurance under the California Insurance Code. There is no transfer of risk from the Member entities to the Authority, nor any assumption of risk by the Authority. The Authority's sole duty is to administer the Program adopted by the Member entities, as outlined in the Joint Powers Agreement of the California Intergovernmental Risk Authority.

The terms of this **Memorandum** shall be construed in accordance with the principles of California contract law. The Memorandum shall not be considered a contract of adhesion but rather a contract designed by mutual negotiation and consent of the Member entities. If the language of the Memorandum is alleged to be ambiguous or unclear, the issue shall be resolved in a manner most consistent with the relevant terms of the Memorandum without any construction, interpretation, or presumption in favor of either the Covered Party or the Authority.

Words and phrases that are capitalized and appear in bold print in this Memorandum are defined in Section II.

A. Member Entity: City of Grass Valley

Mailing Address: 125 East Main Street, Grass Valley, CA 95945

B. Coverage Period: From July 1, 2025, 12:01 a.m. to June 30, 2026, 12:00 a.m.

Pacific Daylight Savings Time.

C. Limit of Coverage: \$975,000 Ultimate Net Loss as the result of any one Occurrence because of

> Bodily Injury, Property Damage, Personal Injury, or Public Officials Errors and Omissions or any combination thereof in excess of the Retained Limit.

> \$225,000 Ultimate Net Loss for any one Occurrence arising from wrongful

employment practices.

D. Retained Limit: \$25,000 Ultimate Net Loss as the result of any one Occurrence because of

Bodily Injury, Property Damage, Personal Injury, or Public Errors and

Omissions or any combination thereof.

Signed by: Amy Conley, General Manager Dated: June 30, 2025