

RESOLUTION 16-2026

May 14, 2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT APPROVING AN AWARD OF
THE 2026 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

WHEREAS, as part of its annual program to abate dangerous weeds and vegetation, the Cambria Community Services District (CCSD) conducts an annual Fire Hazard Fuel Reduction Program (FHFRP) in accordance with the provisions of Health and Safety Code Section 14875 et seq.; and

WHEREAS, under the FHFRP, lots on which the nuisance fire hazard vegetation has not been timely removed by the owners are to be cleared and abated by the CCSD FHFRP contractor; and

WHEREAS, in order to select a contractor for the 2026 FHFRP, a Request for Proposals (RFP) was advertised, and the proposal that was submitted was evaluated in accordance with the criteria set forth in the RFP and contract documents; and

WHEREAS, based upon that evaluation, the contractor, North Coast Tree Service, has been selected for submitting the lowest, most responsive proposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Cambria Community Services District hereby:


1. Finds that the recitals set forth above are true, correct, and incorporated herein by reference.
2. Approves the 2026 Fire Hazard Fuel Reduction Program Agreement with North Coast Tree Service, attached hereto as Exhibit A.
3. Authorizes the General Manager to make minor revisions to the Agreement.
4. Authorizes the General Manager to execute the Agreement.

AYES: 4 (Farmer, Dean, Gray & Scott)


NAYS: 0

ABSENT: 1 (Thomas)

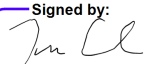
PASSED AND ADOPTED THIS 14th day of May, 2026.

DocuSigned by:

501317837EA241B...
 Harry Farmer, President
 Board of Directors

ATTEST:

DocuSigned by:

A0BEC4CBA0044B3...
 Haley Dodson, Confidential
 Administrative Assistant

APPROVED AS TO FORM:

Signed by:

B64D40A60AA141E...
 Timothy J. Carmel, District Counsel

2026 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT

This Fire Hazard Fuel Reduction Program Agreement (“Agreement”) is made upon the date of execution, as set forth below, by and between **CONTRACTOR** and the Cambria Community Services District (“**CCSD**”). The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

It is understood and agreed to:

SCHEDULE OF CHARGES

The **CCSD** will pay the **CONTRACTOR** based upon the schedule of charges per the *Bid Proposal Form*, attached hereto as Exhibit “D.”

DOCUMENTS INCORPORATED BY REFERENCE

Exhibits “A,” “B,” “C,” “D,” and “E,” attached hereto, are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

OBLIGATIONS OF CONTRACTOR

- A. The **CONTRACTOR** shall furnish and maintain throughout the term of this Agreement all proper insurance coverage as specified in the "*Legal Relations and Responsibilities to the Public*" (Exhibit A) and shall comply with all of its terms and conditions.
- B. All work shall be completed pursuant to the “*2026 Fire Hazard Fuel Reduction Program Schedule*” (Exhibit B). At all times, the **CONTRACTOR**’s work shall be subject to the approval of the Fire Chief or his designee.
- C. The **CONTRACTOR** shall become familiar and shall fully comply with the **CCSD** “*2026 Cambria Fire Department Fire Hazard Fuel Reduction Program Policy*” (Exhibit C).
- D. Upon award of the Agreement, the **CONTRACTOR** shall furnish a “Cash Deposit to Secure Faithful Performance” (Exhibit E).
- E. The **CONTRACTOR** agrees to timely and fully perform or provide the services specified in this Agreement.
- F. The **CONTRACTOR** must promptly submit packaged bills for all lots cleared, including a cover page that lists the number of lots cleared and the total cost of the packaged bills.
- G. All parcel clearing charges must be submitted to the **Cambria Fire Department** by August 21, 2026, at 4:00 P.M. Failure to deliver the parcel clearance charges to the **CCSD** by this date will result in a 10% withholding of all charges that are delivered late to the **CCSD** as liquidated damages, assessed against the **CONTRACTOR**, and not as a penalty as damages would be difficult to ascertain.

MINIMUM AMOUNT OF SERVICE BY CONTRACTOR

CONTRACTOR agrees to devote the necessary hours to perform the services set forth in this Agreement in an efficient and effective manner. **CONTRACTOR** may represent, perform services for, and be employed by other

individuals or entities, at **CONTRACTOR's** sole discretion, as long as the performance of such other services does not interfere with or present a conflict with the services rendered to CCSD pursuant to this Agreement.

GENERAL PROVISIONS

TERM: This Agreement will become effective on the date of execution set forth below and will continue for a period of one (1) year, unless sooner terminated pursuant to the provisions hereof.

SERVICES TO BE PERFORMED: **CONTRACTOR** agrees to perform the services specified in this Agreement.

CONTRACTOR shall determine the method, details, and means of performing the above-referenced services.

CONTRACTOR may, at **CONTRACTOR's** own expense, employ such assistants as **CONTRACTOR** deems necessary to perform the services required of **CONTRACTOR** by this Agreement. **CCSD** may not control, direct, or supervise **CONTRACTOR's** assistants or employees in the performance of those services.

TOOLS AND INSTRUMENTALITIES: **CONTRACTOR** shall provide all tools, equipment, and instruments to perform the services required under this Agreement.

TERMINATION OF AGREEMENT

TERMINATION ON NOTICE: Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement, at any time, without cause by giving at least **thirty (30) days'** prior written notice to the other party to this Agreement.

TERMINATION ON OCCURRENCE OF STATED EVENTS: This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of any party;
- (2) Sale of the business of any party;
- (3) The end of the **thirty (30) day** notice period as set forth above;
- (4) The completion of the work specified in Exhibit C; or
- (5) Assignment of this Agreement by **CONTRACTOR** without the prior written consent of the **CCSD**.

TERMINATION BY ANY PARTY FOR DEFAULT OF CONTRACTOR: Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party, at their option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

OPTION TO EXTEND: If **CONTRACTOR** has completed all work and obligations set forth in this Agreement satisfactorily, at the sole discretion of the **CCSD**, the Agreement may be extended for one (1) additional year. In that event, the **CCSD** will provide **CONTRACTOR** with an updated Exhibit B consisting of the 2027 Fire Hazard Fuel Reduction Program Schedule and all the terms of this Agreement shall remain in effect subject to the new deadlines contained therein.

MISCELLANEOUS:

REMEDIES: The remedies set forth in this Agreement shall not be exclusive, but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement and shall immediately cause this Agreement to terminate.

ATTORNEYS' FEES: In the event of any controversy, claim, or dispute between the parties hereto, arising out of or related to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorneys' fees.

NOTICES: Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows for each respective party:

CCSD

Matthew McElhenie, General Manager
Cambria Community Services District
P.O. Box 65
Cambria, CA 93428

CONTRACTOR

Tim Radecki, Owner
North Coast Tree Service
P.O. Box 2
Cambria, CA 93428

GOVERNING LAW: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any action arising out of or related to this Agreement shall be filed in the Superior Court of the State of California with jurisdiction over San Luis Obispo County.

BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the parties hereto, but nothing in this section shall be construed as consent by **CCSD** to any assignment of this Agreement or an interest in this Agreement.

SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation, or rule.

SOLE AND ENTIRE AGREEMENT: This Agreement constitutes the sole and entire Agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

TIME: Time is expressly declared to be of the essence in this Agreement.

DUE AUTHORITY: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on behalf of the parties.

CONSTRUCTION: The parties agree that each has had an opportunity to have their legal counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

AMENDMENTS: Amendments to this Agreement shall be made only with the mutual written consent of all the parties to this Agreement.

Executed on this 10th day of June, 2026 at Cambria, California.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CONTRACTOR

By: DocuSigned by:
Matthew McElhenie
03DA2D7CAB9E84D...
Matthew McElhenie, General Manager

By: Signed by:
Timothy Radecki
9A218AE4883D48E...
Its: Timothy Radecki

Attest:

DocuSigned by:
Haley Dodson
A9BEC4CB904483...
Haley Dodson, Confidential Administrative
Assistant

Approved as to Form:

Signed by:
Tim J. Carmel
B64D40A50AA141E...
Timothy J. Carmel, District Counsel

EXHIBIT A

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Contractor's Insurance: The **CONTRACTOR** shall not commence work under this Agreement until they have obtained all insurance required under this Section and such insurance has been approved by the **CCSD** as to form, amount, and carrier. Nor shall the **CONTRACTOR** allow any subcontractor to commence work on their subcontract until the same insurance required of the subcontractor has been so obtained and approved.

- (a) Workers' Compensation Insurance: The **CONTRACTOR** shall establish and maintain, during the life of this Agreement, workers' compensation insurance in a minimum amount of **One Million Dollars (\$1,000,000)** for all employees working under this Agreement, and in case any work is sublet, **CONTRACTOR** shall require subcontractor similarly to provide workers' compensation insurance. **CONTRACTOR** shall indemnify the **CCSD** for any damage resulting to it from failure of either **CONTRACTOR** or the subcontractor to procure or maintain such insurance.
- (b) Commercial General Liability Insurance: The **CONTRACTOR** shall procure and maintain during the life of this Agreement, such public liability and property damage insurance as shall protect the **CCSD**, its elected and appointed boards, officers, agents and employees, **CONTRACTOR**, and any subcontractor performing work covered by this Agreement from claims for damage for bodily injury including death, as well as claims for property damage which may arise from **CONTRACTOR's** or subcontractor's operations under this Agreement, whether such operations be by the **CONTRACTOR**, or by any subcontractor, or by anyone directly or indirectly employed by either **CONTRACTOR** or subcontractor, and in the minimum amount of **Two Million Dollars (\$2,000,000) per occurrence**.
- (c) Auto Liability: **CONTRACTOR** shall possess and maintain auto liability insurance (Business Auto Coverage Form) for all vehicles used in the provision of services under this Agreement. The minimum amount of auto liability insurance shall be in the amount of **Two Million Dollars (\$2,000,000) per accident**.
- (d) Proof of Coverage of Insurance: Upon award of bid, **CONTRACTOR** shall furnish the **CCSD** with a Certificate of Insurance and endorsement, which shall contain the following:

"Name as Additional Insured Parties: The Cambria Community Services District (CCSD), its elected and appointed boards, officers, agents, and any subcontractor in the performance of work for the **CCSD**."

Thirty (30) days prior notice shall be given to the **CCSD** of any reduction in insurance coverage or of insurance cancellation.

- (e) Hold Harmless Agreement: **CONTRACTOR** shall indemnify, defend and hold harmless, at its cost and with counsel selected by the **CCSD**, the **CCSD** and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the **CONTRACTOR**, his agents or employees, in the performance of the work.

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

HARRY FARMER, President
KAREN DEAN, Vice President
TOM GRAY, Director
DEBRA SCOTT, Director
MICHAEL THOMAS, Director



OFFICERS:

MATTHEW MCELHENIE, General Manager
TIMOTHY J. CARMEL, District Counsel

Physical address: 2150 Main Street #1-A, Cambria, CA 93428
Mailing address: P.O. Box 65 • Cambria, CA 93428
Telephone (805) 927-6223

EXHIBIT B

2026 FIRE HAZARD FUEL REDUCTION PROGRAM SCHEDULE

- 4/9/2026** **Declare a Public Nuisance for the Annual Fire Hazard Fuel Reduction Program and direct staff to proceed with issuing a Request for Proposal (“RFP”) to contractors to abate and remove the nuisance fuels and vegetation.**
- 4/10/2026** **First Notice to Destroy Weeds is sent to property owners whose properties require abatement, which includes a list of local licensed contractors who can perform weed abatement services. Parcel abatement starts.**
- 5/7/2026** **Fire Hazard Fuel Reduction Program Request for Proposal (“RFP”) deadline.**
- 5/14/2026** **Award Fire Hazard Fuel Reduction Program Agreement to selected contractor.**
- 6/5/2026** **Second Notice to Destroy Weeds is sent to property owners whose properties require abatement, which includes a list of local licensed contractors who can perform weed abatement services.**
- 6/11/2026** **Public Hearing to confirm the 2025 CCSD Fire Hazard Fuel Reduction Itemized Cost Report. After the itemized cost report has been confirmed, the resolution will be submitted to the County. The amounts will be included and collected on each respective property owner’s property tax bill per the provisions of the Health and Safety Code.**
- 7/1/2026** **Deadline to abate and remove the hazardous fuels and vegetation for properties requiring abatement.**
- 7/2/2026** **The Cambria Fire Department will conduct final inspections of properties requiring abatement. Parcels that did not pass inspection on 7/2/2026 will be placed on the Contract Abatement List.**
- 7/6/2026** **CCSD Contract Abatement List completed.**
- 7/16/2026** **CCSD Public Hearing ordering abatement of Public Nuisance for the Fire Hazard Fuel Reduction Program.**

- 7/17/2026** **CCSD contractor starts clearing parcels that were placed on the Contract Abatement List.**
- 8/21/2026** **CCSD contractor deadline to clear parcels that were placed on the Contract Abatement List.**
- 8/24/2026** **Cambria Fire Department final inspections.**
- 12/14/2026** **First Invoice sent to customer + Administrative Charge**
- 2/16/2027** **Second Invoice sent to customer + Administrative Charge**

EXHIBIT C

2026 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM POLICY

SCOPE OF SERVICES

All parcels that are placed on the Cambria Community Services District annual Fire Hazard Fuel Reduction Program Contract Abatement List shall adhere to the following criteria:

All clearance work must be completed by July 1, 2026. If the parcel does not conform to the requirements as stated in the notice sent to the property owner, **the parcel will go on the CCSD's Contract Abatement List on July 16, 2026.** The CCSD's Contractor will then be directed to abate the parcels on the contract list to the following standards:

- Limit leaves, needles, twigs, bark, cones, pods, and chips to three inches (3") in depth.
- Weeds and annual grasses should not exceed four inches (4") in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- Remove Scotch/Irish or other broom-type plants, Pampas Grass, Jubata Grass, and Crocosmia, also known as Fire Weed. Isolated specimens may be left with greater than ten feet (10') separation, and all dead materials are removed.
- All down dead trees, tree rounds, or limbs within thirty feet (30') of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than 6 feet (6') of the log within this thirty-foot (30') zone.
- All down trees twelve inches (12") in diameter or greater beyond thirty feet (30') from any structure may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than twelve inches (12") in diameter shall be cut and removed from the property.
- Remove ladder vegetation (dead wood) from under trees and shrubs, maintaining six feet (6') of vertical clearance for trees greater than twenty feet (20') in height.
- Remove combustible construction debris, trash, and rubbish from the property.
- Protect seedling pines, oaks, and native shrubs by flagging them prior to cutting weeds.

OTHER CONDITIONS

- The Contractor shall photograph each parcel with a digital camera (as directed by the CCSD Fire Department) before and after abatement. Contractor shall provide comprehensive photographic evidence of all weed abatement activities to ensure compliance and support potential legal proceedings. All documentation must consist of clear, high-resolution color photographs captured from identical vantage points for both 'before' and 'after' states. Each image must incorporate permanent, fixed landmarks (e.g., structures, utility poles, or property markers) to establish site continuity and must include GPS-embedded metadata and tamper-proof timestamps. Such photographs shall serve as a fair and accurate representation of the site conditions and are intended for use as admissible court evidence. The before and after pictures shall include all flagged vegetation. Pictures shall include the date and the Assessor's Parcel Number (APN) on the picture. All pictures will be named using the Assessor's Parcel Number (APN) and the letters B or A, to indicate before (B) or after (A) clearance. The Contractor shall provide a digital photo file in a .jpg format, which is compatible with CCSD software (thumb drive, etc.).
- All internal combustion-powered equipment shall have approved and functional spark arresters on the exhaust.
- A fire extinguisher (ABC type) of at least five (5) pounds capacity shall be immediately available at the work site. A minimum of two and one-half (2½) gallons of water must be available for vegetation fire

extinguishment at all times by portable means. Examples are a pressurized water extinguisher, Hudson-type pump sprayer, or back-pump.

- All abatement work assigned to the CCSD Contractor shall begin no later than July 17, 2026, and must be completed August 21, 2026.
- All parcels shall be completely abated as prescribed to the property line, street and adjoining easements.
- ALL MATERIAL REMOVED FROM ALL PARCELS SHALL BE HAULED AWAY OR APPROVAL WILL BE DENIED, however tree limbs/rounds should not be removed from the Cambria area due to Pine Pitch Canker control requirements.

DEBRIS SHALL NOT BE DUMPED ON ADJOINING OR UNCLEARED PORTIONS OF LOTS. ANY EVIDENCE OF ILLEGAL DUMPING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

EXHIBIT D

2026 CAMBRIA FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM
BID PROPOSAL FORM

SCHEDULE OF PROPOSED CHARGES:

The bidder shall set forth for each item of work, in clearly legible figures, a unit price for the item in the respective spaces provided for this purpose.

- A. Maximum charge for moving equipment onto a lot: \$ ∅
- B. Type of equipment and cost per hour, including operator:
 - 1. Tractor with mower \$ 200⁰⁰
 - 2. High wheel mower \$ 225⁰⁰
 - 3. Weed eater \$ 80⁰⁰
 - 4. Chainsaw \$ 80⁰⁰
 - 5. Other equipment (list with charges): 3 person Tree/chipping crew w/ 4x4 Chip Truck + 16" Capability Chipper \$350/hr + Numerous other Equipment + Capabilities
 - 6. Dump and haul fee (charge by cubic yard) \$ 150⁰⁰ per 10 yards * See Attached Rate Sheet
- C. Laborer charge (per person/per hour) \$ Varies per equipment/job needs * See Attached Rate Sheet
- D. Pictures - before and after \$ ∅

I, the undersigned, declare that I am authorized to submit a proposal on behalf of the stated business, have carefully examined Exhibits "A," "B," and "C," and hereby propose to do all the work necessary to complete the project in accordance with the provisions, policies and regulations stated in the attached Fire Hazard Fuel Reduction Program Agreement:

NAME OF PROPOSER: North Coast Tree Service

ADDRESS: P.O. Box 2 Cambria CA 93428

SIGNATURE OF PROPOSER: Tim Radecki signed on behalf by Michele Miller Office Manager

TITLE: Owner

DATE: 5-4-26



North Coast Tree Service
PO Box 2
Cambria, CA 93428
805.927.8525
northcoasttree@gmail.com

2026 Rate Sheet

| | |
|---|------------------------------------|
| String Trimmer with Operator | \$80/hr |
| DR Brush Cutter with Operator | \$150/hr |
| Skid Steer with Grapple or Mower and Operator | \$200/hr |
| Wood Hauling 7x14 Dump Trailer | \$375/load (includes dump fees) |
| 3 Person Tree/Chipping Crew w/4x4 Chip Truck and 16 in Capability Chipper | \$350/hr |



North Coast Tree Service
PO Box 2
Cambria, CA 93428
805.927.8525
northcoasttree@gmail.com

Day Rate For North Coast Tree Service

5 Person Crew

INCLUDES:

String trimmers

Chainsaws

Power-pole saws

Safety Gear

4 x 4 chipper truck

F150 4 x 4 crew truck

All wheel crew buggy

Bandit 18" capacity track chipper \$150/hr

\$4800

Cat 259 skidsteer with Fecon RK6015 mulcher \$215/hr

Cat 299 skidsteer with Cat HM315 mulcher \$225/hr

Cat 304/305 mini excavator with 2ft bucket and thumb \$150/hr

Cat 304/305 mini excavator with FAE EX75 forestry mower \$200/hr

Cat 308 excavator with bucket and thumb \$180/hr

-All equipment comes with one operator

-Ability to run 2 pieces of equipment at once

-Each piece of equipment comes with a support vehicle

-500 gallon water buffalo will be included

North Coast Tree Service PO Box 2 Cambria CA 93428 (805) 927-8525 northcoasttree@gmail.com

EXHIBIT E

**2026 FIRE HAZARD FUEL REDUCTION PROGRAM
CASH DEPOSIT TO SECURE FAITHFUL PERFORMANCE**

This Agreement is to secure the performance of the 2026 FIRE HAZARD FUEL REDUCTION PROGRAM AGREEMENT (“FHFRP Agreement”) between North Coast Tree Service, (“CONTRACTOR”), and the Cambria Community Services District (“CCSD”). By this Agreement, the CONTRACTOR pledges that a Cash Deposit in the amount of Five Thousand Dollars (\$5,000) (“Cash Deposit”) shall be made with the CCSD and shall be held by the CCSD in trust for the purpose of guaranteeing the faithful performance by the CONTRACTOR in completing the services under the FHFRP Agreement.

The CCSD will hold said Cash Deposit, determined to be one hundred percent (100%) of the estimated cost of said services, until such time that the CCSD authorizes its release. CONTRACTOR and CCSD acknowledge that the funds will be available for immediate use and no interest will be due to CONTRACTOR or owed by the CCSD on the Cash Deposit. The CCSD shall authorize the release of the Cash Deposit that is not otherwise applied or released under this Agreement to the CONTRACTOR after the acceptance of the services described in the FHFRP Agreement.

If the CONTRACTOR fails to complete the improvements pursuant to the FHFRP Agreement, then the CCSD shall submit a signed statement to the CONTRACTOR providing notice that said services have not been completed to the satisfaction of the CCSD and as required by the CONTRACTOR pursuant to the FHFRP Agreement. CONTRACTOR agrees that the Cash Deposit shall be released by the CCSD to complete said services. No further notice is required by the CCSD to the CONTRACTOR for the CCSD to use the Cash Deposit to complete the services, and no additional permission from the CONTRACTOR will be required for the Cash Deposit to be used for completing the services.

Upon completion of the services in accordance with the FHFRP Agreement, and the acceptance thereof by the CCSD, the remaining Cash Deposit, after deduction of those additional expenses described below, shall be returned to the CONTRACTOR. The CCSD shall keep accurate records of how the Cash Deposit was spent to complete the services.

This Agreement may be modified or revoked only with the written consent of both the CONTRACTOR and the CCSD.

The CONTRACTOR acknowledges that the CCSD shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees, incurred in connection with the enforcement of the CONTRACTOR’s agreements herein. The undersigned CONTRACTOR agrees to pay all such costs and expenses in connection therewith and that any portion of the Cash Deposit not used for completion of the services may be used to reimburse the CCSD for such costs and expenses.

The undersigned hereby agrees to all of the above terms and conditions of this Agreement with regard to a Cash Deposit made for the purpose of guaranteeing faithful performance of the services under the FHFRP Agreement.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

DocuSigned by:
Matthew McElhenie
By: _____
03DA2D7CA89B440...
Matthew McElhenie, General Manager

CONTRACTOR

Signed by:
Timothy Radecki
By: _____
9A218AE6B3D48E...
Its: tm _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | |
|--|---|--|------------------------|--|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Van Beurden Ins. Serv, Inc. - Los Osos PO Box 6750 Los Osos CA 93412-6750 | CONTACT NAME: Mark O'Bryan PHONE (A/C No. Ext): (805) 528-1484 FAX (A/C, No): (805) 528-1487 E-MAIL ADDRESS: mobryan@vanbeurden.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED North Coast Tree Service P O Box 2 Cambria CA 93428 (805) 927-8525 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Scottsdale Ins Company</td> <td style="width: 20%; text-align: center;">NAIC # 41297</td> </tr> <tr> <td>INSURER B: Mercury Insurance Co</td> <td style="text-align: center;">27553</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER A: Scottsdale Ins Company | NAIC # 41297 | INSURER B: Mercury Insurance Co | 27553 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER A: Scottsdale Ins Company | NAIC # 41297 | | | | | | | | | | | | |
| INSURER B: Mercury Insurance Co | 27553 | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | |

COVERAGES **TM** **CERTIFICATE NUMBER:** Cert ID 59817 (10) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | | | |
|---|--|-----------|----------|----------------|-------------------------|-------------------------|--|-------------------------------------|--------------|---|--------------|------------------------------|----------|--------------------------------|--------------|----------------------------|--------------|------------------------|--------------|-----------------------------|----|--|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | CPS8271922 | 08/21/2025 | 08/21/2026 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | MED EXP (Any one person) | \$ 5,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ | | |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | | | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 5,000 | | | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA040000094962 | 08/21/2025 | 08/21/2026 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | |
| A | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | CXS4089773 | 06/03/2026 | 08/21/2026 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | AGGREGATE | \$ 1,000,000 | | \$ | | | | | | | | | | |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 40%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table> | | PER STATUTE | OTH-ER | | E.L. EACH ACCIDENT | | | \$ | E.L. DISEASE - EA EMPLOYEE | | | \$ | E.L. DISEASE - POLICY LIMIT | | | \$ |
| | PER STATUTE | OTH-ER | | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | | | \$ | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | | | \$ | | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | | | \$ | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | \$ | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability endorsement attached GLS-571 (11-23).
 Excess Liability Schedule of Underlying Insurance includes General Liability & Auto Liability.

| | |
|--|--|
| CERTIFICATE HOLDER Cambria CSD 2150 Main St. #1-A Cambria CA 93428 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

Underwritten by Scottsdale Insurance Company

**ENDORSEMENT
NO. _____**

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED | AGENT NO. |
|---|---|---------------------------------|-----------|
| CPS8271922 | 08/21/2025 | NORTH COAST TREE SERVICE (CORP) | 040CP |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverage extensions are added to this policy:

SCHEDULE

| Coverage | Limits of Insurance |
|---|--|
| Lost Key Coverage | \$25,000 Each Occurrence \$25,000 Aggregate |
| Construction Project Or Location Aggregate Limit When Required By Contract Subject To A Maximum Per Policy General Aggregate Limit | \$5,000,000 Maximum Per Policy General Aggregate Limit |
| Property Damage Extension | \$5,000 Each Occurrence \$25,000 Aggregate |
| Primary And Non-Contributory—Other Insurance Condition | Included |
| Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver of Subrogation) | Included |
| Increased Limit of Insurance for Medical Expense | \$10,000 Any One Person |
| Increased Limit of Insurance for Damage to Premises Rented to You | \$300,000 Any One Premises |
| Additional Insureds: <ul style="list-style-type: none"> • Owners, Lessees Or Contractors—Automatic Status When Required In A Written Construction Agreement With You (Ongoing Operations) • Lessor Of Leased Equipment—Automatic Status When Required In A Written Lease Agreement With You • Managers Or Lessors Of Premises—Automatic Status When Required In A Written Contract Or Agreement With You • Mortgagee, Assignee Or Receiver—Automatic Status When Required In A Written Contract Or Agreement With You | Included |
| The Limits of Insurance shown above may be subject to limitations as described in this endorsement. Refer to the individual coverage wording. | |

A. LOST KEY COVERAGE

1. The following is added to **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, subparagraphs **j.(3)** and **j.(4)**:

This exclusion does not apply to “property damage” arising out of the loss, damage or mysterious disappearance of keys entrusted to you or your “employees” or in your or your “employees” possession, care, custody or control, subject to the following provisions:

- (a) The amount we will pay for all damages because of loss to which this endorsement applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation.
- (b) This insurance does not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any act of dishonesty on the part of any insured, “employee” or agent.

2. Subject to **SECTION III—LIMITS OF INSURANCE**, paragraphs 2., 3., and 5. the most we will pay for insurance provided by **A.1.** above is \$25,000 each “occurrence” subject to the \$25,000 aggregate.

This Each Occurrence Limit applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of the “occurrence.”

This Aggregate Limit is the most we will pay for the sum of all damages under paragraph **A.1.** The Aggregate Limit of Insurance is part of, and not in addition to, the General Aggregate Limit of Insurance shown in the Declarations.

3. The insurance under this Lost Key Coverage is excess over any other insurance providing coverage for the same loss or damages to which this coverage applies.
4. It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for any loss or damage covered by this endorsement. Should the circumstances of any claim or “suit” give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same loss or damage the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

B. CONSTRUCTION PROJECT OR LOCATION GENERAL AGGREGATE LIMIT WHEN REQUIRED BY CONTRACT SUBJECT TO A MAXIMUM PER POLICY GENERAL AGGREGATE LIMIT

For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a single construction project or “location”:

1. A separate Construction Project or Location General Aggregate Limit applies to each construction project or “location” when required in a written construction contract or agreement, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project or Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits.”

The Construction Project or Location General Aggregate Limit does not include damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard.”

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project or Location General Aggregate Limit for that designated construction project or "location." Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project or Location General Aggregate Limit for any other construction project or "location."
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project or Location General Aggregate Limit.
5. A Maximum Per Policy General Aggregate Limit of \$5,000,000 is the most we will pay for the sum of all Construction Project or Location General Aggregate Limits and the General Aggregate Limit shown in the Declarations regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Construction projects or "locations."
6. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single construction project or "location":
 - a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit shown in the Declarations or the Products-completed Operations Aggregate Limit shown in the Declarations, whichever is applicable; and
 - b. Such payments shall not reduce any Construction Project or Location General Aggregate Limit.
7. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, and not reduce the General Aggregate Limit shown in the Declarations nor the Construction Project or Location General Aggregate Limit.
8. If the applicable construction project or "location" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project or "location" will still be deemed to be the same construction project or "location."
9. The provisions of **SECTION III—LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
10. For the purposes of this coverage extension:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

C. PROPERTY DAMAGE EXTENSION

For the purposes of this Property Damage Extension only:

1. **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, subparagraphs **j.(4)**, **j.(5)** and **j.(6)** do not apply to "property damage" occurring as a result of your operations.

2. Subject to **SECTION III—LIMITS OF INSURANCE**, paragraphs **2.**, **3.**, and **5.** the most we will pay for insurance provided by paragraph **C.1.** above is \$5,000 each “occurrence” subject to \$25,000 aggregate.

This Each Occurrence Limit applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of the “occurrence.”

This Aggregate Limit is the most we will pay for the sum of all damages under paragraph **C.1.** The Aggregate Limit of insurance is part of, and not in addition to, the General Aggregate Limit of Insurance shown on the Declarations.

3. **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to you for “property damage” covered under this coverage extension, then this insurance is excess over such other insurance.

4. It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for any loss or damage covered by this endorsement. Should the circumstances of any claim or “suit” give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same loss or damage the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

D. PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION

The following is added to **SECTION V—COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

The following is added to **SECTION IV—CONDITIONS**, subsection **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This waiver applies only when you and that person or organization have agreed to such waiver in writing in a contract or agreement.

F. INCREASED LIMIT OF INSURANCE FOR MEDICAL EXPENSE

SECTION III—LIMITS OF INSURANCE paragraph **7.** is deleted and replaced by the following:

7. Subject to paragraph **5.** above, the Medical Expense Limit, if not otherwise excluded, is the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations as the Medical Expense Limit.

Regardless of whether **a.** or **b.** above applies, it is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

G. INCREASED LIMIT OF INSURANCE FOR DAMAGE TO PREMISES RENTED TO YOU

SECTION III—LIMITS OF INSURANCE paragraph 6. is deleted and replaced by the following:

6. Subject to paragraph 5. above, the Damage to Premises Rented To You Limit, if not otherwise excluded, is the higher of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented To You Limit.

Regardless of whether a. or b. above applies, it is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

H. ADDITIONAL INSUREDS

1. Owners, Lessees Or Contractors—Automatic Status When Required In A Written Construction Agreement With You (Ongoing Operations)

- a. **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this coverage extension ends when your operations for that additional insured are completed.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

“Bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage,” or the offense which caused the “personal and advertising injury,” involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- c. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement you have entered into with the additional insured; or
 - (2) Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

2. Lessor Of Leased Equipment—Automatic Status When Required In A Written Lease Agreement With You

- a. SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.
- c.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement you have entered into with the additional insured; or
 - (2) Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

3. Managers Or Lessors Of Premises—Automatic Status When Required In A Written Contract Or Agreement With You

- a. SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) with whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

However:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement you have entered into with the additional insured; or

- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- 4. Mortgagee, Assignee Or Receiver—Automatic Status When Required In A Written Contract Or Agreement With You

- a. **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- c. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement you have entered into with the additional insured; or

- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE