MARIPOSA COUNTY RESOLUTION NO. 81-196

BE IT HEREBY RESOLVED by the Board of Supervisors of
Mariposa County, a political subdivision of the State of Calif-
ornia, that the Board of Supervisors hereby approves the follow-
ing document, and ERIC J. ERICKSON, Vice Chairman, is hereby
authorized to sign same:

Agreement/Fire Protection Services

PASSED AND ADOPTED by the Mariposa County Board of
Supervisors this 6th day of October 1981, by the
following vote:

AYES: Taber, Barrick, Dalton, Erickson
NOES: None
EXCUSED: Moffitt
ABSTAINED: None

ERIC J. ERICKSON, Vice-Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

RICHARD K. DENHALTER,
County Counsel
A COOPERATIVE AGREEMENT

TO PROVIDE FIRE PROTECTION SERVICES

FOR LOCAL AGENCIES

FISCAL YEAR 81/82 LOCAL AGENCY Mariposa County

THIS AGREEMENT, made and entered into this 1st day of July, 1981, by and between the State of California acting through its Director of the Department of Forestry, hereinafter called Director and/or State, with the approval of the Director of the Department of General Services, as authorized in Section 4142, 4143, and 4144 of the California Public Resources Code, and Mariposa County, a local agency existing under the laws of the State of California, through its duly authorized officers, hereinafter called Local Agency, whereby it is agreed as follows:

I
PURPOSE

The purpose of this Agreement is to arrange for the State to provide Local Agency with fire protection services. Such Agreement will be mutually advantageous to the Local Agency and the State in that it will provide a unified cooperative, integrated, and effective fire protection system which will satisfy the combined Local Agency-State responsibilities to protect lives, property, and natural resources from wildland fire damage.

II
STATE IN CHARGE

A. The Director will select and employ a State Forest Officer to represent both parties during the period of this Agreement and that Officer so selected shall, under the supervision and direction of the Director or his lawful representative, have charge of the organization described in Schedules A and B, attached hereto and made a part hereof, for the purpose of providing fire protection services as deemed necessary to satisfy the needs of both the State and of the Local Agency, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

The State will be allowed flexibility in the assignment of available personnel and equipment in order to provide the fire protection services as agreed upon herein.

B. The State shall assume no responsibility for fire prevention or suppression on lands under the jurisdiction of the United States government, (except under such conditions as may be separately agreed upon by the State and the United States government) or, lands within the corporate limits of cities, (except under such conditions as may be separately agreed upon by the State and such Cities) or by the State and Local Agency.
III
PAYMENT FOR SERVICES

A. The Local Agency has appropriated a sum of money to provide fire protection services within the area of responsibility of the Local Agency for the period from July 1, 1981 to June 30, 1982 of the fiscal year indicated above and that the sum of $32,930.00 so appropriated is budgeted for expenditures as set forth in the attached Schedule(s) A.

The State shall make a claim for the cost of the services rendered during each of the following periods: (1) July 1 through December 31; (2) January 1 through March 31; and (3) April 1 through June 30, the claim for the period (1), July 1 through December 31, shall be submitted by State for actual expenses to Local Agency no earlier than January 1. The claim for period (2), January 1 through March 31, shall be submitted by State for actual expenses to Local Agency no earlier than April 1, and the claim for period (3), April 1 through June 30, shall be submitted by State, in advance for estimated costs to Local Agency no earlier than April 1 and Local Agency shall pay each claim within thirty days after receipt thereof.

A claim will be made by State for actual services rendered by State covering period (3), April 1 through June 30, giving credit for any advance payment previously received by State from Local Agency. If the advance payment received by State from Local Agency for the estimated costs exceeds the actual claim for period (3), April 1 through June 30, a refund will be made by State and accompany the final claim.

B. Any change of the salaries or expenses of the organization set forth in said Schedule A made necessary by action of the Legislature or any other public agency with authority to direct changes in the levels of salaries or expenses, whether during the period of this Agreement or at any later date, shall be paid from the funds represented therein if said funds are sufficient. If funds are not sufficient, for any such change which is effective during the term hereof and after the giving of 30 days notice in writing from the State to the Local Agency, the State shall have the right to reduce said services by a like amount and shall promptly notify the Local Agency specifying the services to be reduced. If Local Agency desires to add funds to the total included herein to cover the cost of increased salaries or services, such increase shall be accomplished by an Amendment to this Agreement approved by the parties hereto. If such a change applies during the term of this Agreement but occurs or becomes known after the term hereof, the Local Agency shall promptly reimburse State for any such increase in costs.

C. Claims shall be presented and filed with Local Agency in the form and manner prescribed by the Local Agency.

IV
HOLDING OVER

It is hereby understood and agreed that unless State, before the expiration of this Agreement receives a written notice from Local Agency informing State of Local Agency's decision to terminate (or not renew) this
Agreement, this Agreement shall be automatically extended at the same level of service, at the then-current level of expense, and otherwise on the same terms and conditions herein specified, so far as applicable, until:

(1) the date on which a new renewal agreement is fully executed, or

(2) the effective date of termination of this hold-over agreement following State's receipt of 60 days prior written termination notice from Local Agency, whichever is sooner.

V

STATE FIRE PROTECTION ORGANIZATION

Under the requirements of Section 4114 of the California Public Resources Code, and any other pertinent provisions of law, the State maintains fire prevention and fire fighting services including the necessary personnel, apparatus, structures, and communications as outlined in the attached Schedule B.

VI

LOCAL AGENCY FIRE PROTECTION APPROPRIATIONS

Any other funds appropriated by the Local Agency which are to be expended under the supervision of, or for the use of, a State Forest Officer for fire protection services during the term of this Agreement shall be set out in this Agreement and marked Schedule C. This clause shall not limit the right of the Local Agency to make additional expenditures whether under Schedule C or otherwise. Any additional expenditures made by the Local Agency shall not be made for the purposes of augmenting salaries of State employees, or to improve upon working conditions for such State employees not mutually agreed upon. The State may audit any expenditures made under Schedule C, or otherwise, to verify the expenditures were made for the purposes intended by the Local Agency.

VII

COOPERATIVE OPERATIONS

All fire protection work contemplated under this Agreement shall be done by both parties to the Agreement working as one unit; therefore, personnel and equipment, regardless of whether they are included in Schedule A or B, may be temporarily dispatched elsewhere from time to time for mutual aid.

VIII

INSURANCE

Unless self-insured pursuant to Section IX of this Agreement, the Local Agency shall be insured against Torts arising out of or occurring in the performance of this Agreement and will furnish, at no cost to the State, evidence of liability insurance in a form satisfactory to State, containing liability limits of no less than $500,000.00. Said evidence of insurance must contain the following provisions:

A. That the policy names as additional insured, the State of California acting through its Department of Forestry, its Officers, Agents, Servants, and Employees; and,
B. That the State shall have no responsibility for the payment of premiums, assessments, or any other cost or expense on account of the issuance of such policy; and,

C. That the insurer will not cancel the policy or policies involved without 30 days prior written notice to the State of California Department of Forestry, 1416 Ninth Street, Room 1555, Sacramento, California 95814.

IX
SELF-INSURANCE INDEMNIFICATION

Within any self-insured retention (deductible) of the insurance coverage required under Section VIII and/or XVI, the Local Agency agrees to defend, indemnify, and hold harmless, the State, its employees, officers, and servants for any and all claims and suits arising under this Agreement, except those arising out of the sole negligence or willful misconduct of the State. A certification of self-insurance incorporating these covenants, is included herein on Page 9. (If the Local Agency elects to be fully or partly self-insured, said certification must be filled-in and signed by an officer of the County.)

X
WORKERS' COMPENSATION

Volunteers, paid-call Firemen or casual workers utilized in local responsibility fire control by the State Forest Officer for the purposes of prevention and suppression of fires shall be the responsibility of the Local Agency for Workers' Compensation in the event of injury or death. In the event State is assessed for the payment of claims of said persons, Local Agency agrees to indemnify State for the full amount so assessed. This responsibility of the Local Agency for Workers' Compensation shall commence from the time of the initial dispatch until the volunteers, paid-call Firemen or casual workers are relieved from duty.

XI
SUPPRESSION COST RECOVERY

As provided in Section 13009 of the Health and Safety Code, the State may bring action for collection of suppression costs of any fire suppressed on State responsibility lands during the term of this Agreement. When using equipment and personnel under the terms of this Agreement, the State may, on request of the Local Agency, bring action for collection of costs borne by the Local Agency in which case the Local Agency appoints and designates the State as its agent in said collection proceedings. In the event of recovery, the State will apportion to the Local Agency its pro-rata proportion of recovery, less costs, including legal fees.

XII
MUTUAL AID

When rendering mutual aid or assistance as authorized in Section 13050 and 13054, Health and Safety Code, the State may, on request of the Local Agency, demand payment of charges and seek reimbursement of Local Agency costs for personnel as funded herein, under authority given by Section 13051 and 13054, Health and Safety Code. The State, in seeking said reimbursement will represent the Local Agency in following the procedures set forth in Section 13052, Health and Safety
Code. Any recovery of Local Agency costs, less expenses, will be credited to the Local Agency.

XIII
COSTS OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all fire protection property and equipment, real or personal, furnished by the parties hereto for fire protection purposes shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement of the parties hereto.

XIV
PROPERTY ACCOUNTING

All personal property provided by the Local Agency and by the State for the purpose of providing fire protection under the terms of this Agreement shall be marked and accounted for by the State Forest Officer in charge in such a manner as to conform to the regulations established by the parties for the segregation, care, and use of the respective property of each.

XV
SERVICES BY STATE

The "organization" to be provided by State, and the estimated cost of services to be performed by said "organization", and all related costs, are set forth in Schedule(s) A.

A. All services and directly related expenses provided by the State for the benefit of the Local Agency, both year long and seasonal, including: State equipment, personnel and buildings; the operation and maintenance of equipment provided by the Local Agency; volunteer or other local fire forces and all related expenses borne directly by the State and to be reimbursed by the Local Agency, shall be shown separately. In the case of services provided under Section 4143 and 4144, Public Resources Code, a separate Schedule A, marked "A-4144", shall be used to show the cost apportionment to be charged to the Local Agency for the use of State equipment, personnel and buildings during the non-fire season.

B. Certain State fire stations, and/or those State furnished fire protection activities (marked "W" on the attached Schedule A) will be provided on a year round basis. Local Agency will reimburse State for all such "W" stations and/or services furnished during the "period covered" indicated on the aforementioned Schedule A.

State does not guarantee that the level of service to be provided outside the "period covered" will always be the same as that to be provided during the "period covered' and, in order to provide an effective State-wide fire protection service, State reserves the right to send, at any time, personnel and/or equipment from any "W" station to any other location as may be deemed necessary by State.

C. The Local Agency agrees to pay the actual cost of salaries, plus retirement and all other employee benefits, for those personnel employed in accordance with Schedule(s) A, except when "contract rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contract rates" means an
all-inclusive rate covering total costs, per specified position, to the State for providing 24-hour fire protection coverage during the "period covered" established in Schedule A.

D. For fire protection services provided under Schedule A-4144, the distribution of costs shall comply with Section 4144, Public Resources Code.

E. Reimbursement to the State may be paid from any funds available to the Local Agency without regard to category.

F. Records, books, etc., shall be made available for audit by the Local Agency at the Office of the Director of Forestry, for any services performed directly by the State or procured by the State for the Local Agency, as contemplated under Schedule A.

XVI

VEHICLES

"Local Agency-owned vehicles", as herein defined, shall mean any vehicles listed in said Schedules A and C, any other vehicles made available by the Local Agency, but not including State-owned vehicles, for the performance of fire protection services under this Agreement. A "State-owned vehicle" is any vehicle owned and registered in the name of the State of California.

A. In the case of State-owned vehicles operated on behalf of the Local Agency and listed in Schedule A, the agreed cost of operation shall include all costs pertaining to running, repairing, replacing, and insuring the aforesaid vehicles.

B. In the case of the Local Agency-owned vehicles operated by the State on behalf of the Local Agency for the agreed costs as set forth in Schedule A:

(1) The State shall:

a. Provide gasoline, oil, lubrication, batteries, tires, and tubes;

b. Repair, exchange or replace, when necessary, motors, hoses, pumps, spotlights, sirens, fire extinguishers, and all other accessories affixed to or supplied with the aforesaid vehicles when the latter were accepted by the State for operation under Schedule A; excepting facilities or accessories not common to the use of the State, and radio installations originally provided by the Local Agency. All such equipment provided and installed by the State shall become the property of the Local Agency and the replaced equipment removed shall become the property of the State; and

c. Make such reasonable repairs to said vehicles (but not including painting) as may be necessary to keep the vehicles in operating condition; provided, however, that the State may cease to make further repairs on any vehicles when the State determines that the repair costs during the period of this Agreement shall exceed $10,000 for any one incident, or have exceeded the market value of the vehicle. In the event the State determines that a vehicle is not fit for further use because of obsolescence or a wreck, the State shall not be required to repair the vehicle or maintain it in use. Upon such determination, the State
shall immediately so notify the Local Agency, and the Local Agency shall have the option of replacing said vehicle or State shall discontinue the particular service required as a result of its previous existence.

(2) The Local Agency shall:

a. Acquire, license, and make available the said vehicles.

b. Reimburse the State at the agreed cost for the operation of said vehicles.

C. In the case of Local Agency owned vehicles provided by Local Agency, for performance as contemplated hereunder, but not included in Schedule A:

(1) The State shall conform to policies of the Local Agency in operation, use, care and maintenance of said vehicles.

(2) The Local Agency shall assume full responsibility for all costs associated with the acquisition, operation, use, care, maintenance and replacement of said vehicles.

D. For all Local Agency owned vehicles operated or used by employees of the State, under the terms of this Agreement, the Local Agency assumes full responsibility for all liabilities associated therewith and will furnish at no cost to the State, evidence of motor vehicle liability insurance in a form satisfactory to the State Department of General Services containing bodily injury liability limits of not less than $250,000/$500,000 and property damage limits of not less than $50,000 or such higher limits as are specified in the Local Agency policy. Said policy (ies) must contain the provisions shown in Section VIII, A, B and C.

When a Local Agency employee, under the supervision of the State Forest Officer, operates a State-owned automotive vehicle as a part of his duties and in connection with fire protection services, he will be deemed an agent of the State for acts or omissions in the use of such vehicle.

XVII

ENTIRE CONTRACT

This Agreement contains the whole contract between the parties. It may be terminated at any time or any provision herein contained may be amended or modified upon the mutual written consent of the parties hereto.
IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their representative capacities, set their hands as of the date first hereinabove written.

APPROVED, AND RECOMMENDED
FOR EXECUTION BY THE STATE:

1. REGION _____, DEPARTMENT OF FORESTRY
   By:
   Signature: __________________________
   Printed Name: _______________________
   Title: _______________________________

LOCAL AGENCY
By:
Signature: __________________________
Printed Name: _______________________
Title: _______________________________

2. DEPARTMENT OF GENERAL SERVICES
   By:
   Signature: __________________________
   Printed Name: _______________________
   Title: _______________________________

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
By:
Signature: __________________________
Printed Name: _______________________
Title: _______________________________
This is to certify that effective N/A, 19, Local Agency has elected to be self-insured to the limit of $ under the self-insurance provision provided in Section VIII and XVI, C.

LOCAL AGENCY
By:

Signature: ____________________________
Printed Name: _______________________
Title: __________________________________
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Includes Retirement Health Benefits and Worker's Compensation.
SCHEDULE B

This is Schedule B of Cooperative Agreement dated July 1, 1981, by and between the Department of Forestry of the State of California, and MARIPOSA COUNTY, a Local Agency.

MADERA-MARIPOSA RANGER UNIT

1 - State Forest Ranger IV (Ranger-in-Charge)
1 - State Forest Ranger II (Administrative Officer)
1 - State Forest Ranger II (Operations Officer)
1 - Fire Prevention Officer I
1 - State Forest Ranger I (Chief Dispatcher)
5 - State Forest Ranger I (Field)
2.5 Stenographers
1 - Forestry Equipment Manager I
3 - Fire Captain Dispatchers
1 - Material & Stores Supervisor I

FIRE CONTROL - YEAR LONG

22 - Fire Captains
9 - Fire Apparatus Engineers
6 - Heavy Fire Equipment Operators

FIRE CONTROL - SEASONAL

5 - Fire Apparatus Engineer
61 - Fire Fighters
10 - Lookouts

ABOVE ASSIGNED TO:

Raymond
Coarsegold
Rangeria
Ahwahnee
White Rock
Usona
Catheys Valley

Coulterville
Hornitos
Red Top Lookout
Green Mountain Lookout
Deadwood Lookout
Williams Peak Lookout
Penon Blanco Lookout

Total of Estimated Expenditures for Salaries and Wages, Operating Expenses and Property and Equipment. $2,398,000.
SERVICES AND SUPPLIES

6. Communications 175.
12. Maintenance - Equipment 20,000.
17. Office Expense 200.

22. Small Tools and Instruments 400.
23. A. Special Department Expenses
   Firefighting Supplies 6,200.
   B. Special Department Expenses
   Safety Clothing: 20 sets $21. each 6,800.
   C. 3/4" Booster Line, 6-150' sets 2,000.
26. Utilities 1,240.

TOTAL SERVICES & SUPPLIES $75,429.

FIXED ASSETS

17. Equipment

1. Building Supplies - Mornan Bar 2,500
2. Radio, Mobile 4 ea $1,000 ea 4,000.
3. 2 ea. Breathing Apparatus $775 ea 6,200.
5. Surplus Equipment 1,000.

TOTAL FIXED ASSETS $24,200.

TOTAL SCH. "C" $61,215.
TOTAL SCH. "A" $32,930.
TOTAL FIRE PREVENTION $94,145.
# Certificate of Insurance

**BONDSHU INSURANCE AGENCY**  
PO BOX 808  
MARIPOSA, CA. 95338

**COMPANIES AFFORDING COVERAGES**

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**NAME AND ADDRESS OF INSURED**

COUNTY OF MARIPOSA, ETAL  
PO BOX 1155  
MARIPOSA, CA. 95338

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This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

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<th>POLICY NUMBER</th>
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**Limits of Liability in Thousands (000)**

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**AUTOMOBILE LIABILITY**

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**WORKERS' COMPENSATION**  

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**EMPLOYERS' LIABILITY**

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Cancellation: Should any of the above described policies be canceled before the expiration date thereof, the insurance company will provide 30 days written notice to the above named certificate holder. Failure to maintain notice shall impose no obligation or liability to any other insurance company.

State of California  
Department of Forestry  
1416 Ninth Street  
Sacramento, Ca. 95814

9-10-81  
BONDSHU INSURANCE AGENCY

[Signature]
### Certificate of Insurance

**Issuer:** BONDHU INSURANCE AGENCY  
**Address:** PO BOX 608, MARIPOSA, CA. 95338

**Insured:** COUNTY OF MARIPOSA, ETAL  
**Address:** PO BOX 1155, MARIPOSA, CA. 95338

This certificate is issued in the matter of information only and contains no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies listed below.

### COMPANIES AFFORDING COVERAGES

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This is to certify the policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

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**Cancellation:** Any one of the above described policies becomes effective upon expiration date through the expiration company and must be cancelled 30 days written notice to the new named certificate holder. Failure to receive such notice shall impose no obligation or liability whatsoever against the company.

### State of California

**Department of Forestry**  
**Address:** 1416 Ninth Street, Sacramento, Ca. 95814
## Certificate of Insurance

**BONDISHU INSURANCE AGENCY**  
PO BOX 808  
MARIPOSA, CA. 95338

**COMPANIES AFFORDING COVERAGE**

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This is to certify that policies of insurance listed below have been issued to the insured named above and are in force as of this date. 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 of Liability in Thousands (000)

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Limits of Liability</th>
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<tbody>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
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<td>AUTO MOBILITY LIABILITY</td>
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<tr>
<td>WORKERS' COMPENSATION AND Employers' Liability</td>
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<td>OTHER</td>
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</table>

Cancellation of any of the above described policies may be canceled at the expiration date herein described, for a written notice to the insured at least thirty days prior to the expiration date, and failure to maintain such notice shall impose a penalty of 10% on the policy or portion thereof being canceled by the company.