## **COUNTY OF NEVADA**

PURCHASING DIVISION 950 MAIDU AVENUE NEVADA CITY, CA 95959 (530) 265-1238 Fax (530) 265-7112

Federal Excise Tax Exemption #94730213K Federal Tax ID #94-6000526

V 00003370 E FIRE SAFE COUNCIL OF NEVADA CO N PO BOX 1112 D GRASS VALLEY CA 95945 R



## PURCHASE ORDER NO. PESN3964

PAGE NO. 1

S OFFICE OF EMERGENCY SERVICES
1 10014 N. BLOOMFIELD ROAD
P NEVADA CITY, CA 95959

T OATTN: JENN TAMO

ORD	ER DATE: 04/1	5/20	BUYER: SANDY	BALZER		REQ. N	NO.: 3081	2 REG	Q. DATE: 04/15/20
TERM	MS: NET 30	DAYS	F.O.B.:			DESC.:	CAROL BABSON		
ITEM#	QUANTITY	UOM		DESCRIPTION				PRICE	EXTENSION
0.1	1.00		GREEN WASTE/VEGETATION MNGMNT PERSONAL SERVICES CONTRACT FOR NEVADA COUNTY GREEN WASTE AND VEGETATION MANAGEMENT SERVICES PER EXHIBIT A					0.0000	48,380.00
02	1.00		PROVIDE EVIL LIAB INSURA MILLION COM OCCURENCE B THE COUNTY	NG		.0000	.00		
03	1.00		CONTRACTOR ;	SHALL PROVIDE E	VIDENCE			.0000	.00
04	1.00		BILL TO AT NEVADA COUN 10014 N. BLO NEVADA CITY			.0000	.00		
ITEM#		ACCOUN	IT	AMOUNT	PROJECT CO	DE	PAGE TO		48,380.00
02 03	02 0101207024141000 522090 03 0101207024141000 522090				41400649 41400649 41400649 41400649		Ship to and Invoices are conditions a contract term on the reverse	lays in paym Bill To infor Net 30. Add re on the rev ns and condi	dent, please note the mation above. ditional terms and verse. Any attached itions supercede those er is authorized by the artment.
				APPROVED E	BY	-	PURCHASI	NG ASENT	5

## PERSONAL SERVICES CONTRACT

County of Nevada, California

This	Personal Services Contract is made	le between the	COUNTY OF	NEVADA (h	erein "Co	unty"), and
	Contractor Name: Fire Safe					
(here mate	in "Contractor"), wherein County de rials and products generally descrit	esires to retain		tity to provide	the follow	ving services,
(§1)	Description of Services: Fre	e Residential (	Green Waste [	Disposal		
		MARY OF MAT				
(§2)	Maximum Contract Price:	\$48,380		=		
(§3) (§4)	Contract Beginning Date: Liquidated Damages:	4/15/2020	Contract T	ermination [	Date: _	7/15/2020
		=				
		INSURANCE F	POLICIES			
Desig	ınate all required policies:	MISSIGNIOL I	OLIGILO		Req'd	Not Doold
(§6)	Commercial General Liability	(\$2,000,0	00)			Not Req'd
(§7)	Automobile Liability		00)  0)  Personal A	uto	y <u></u> ✓	
	-		0) Business R		_	
(00)		(\$1,000,00	0) Commercia	l Policy		$\overline{\hspace{1cm}}$
(§8) (§9)	Worker's Compensation Errors and Omissions (\$1,000				<u>√</u>	<u>√</u> <u>√</u> <u>√</u>
(30)	Life and Omissions (\$1,000	,000)				
		ES AND PREV	AILING WAG	ES		
(§14)	Designate all required licenses:					
3						
	NO	OTICE & IDENT	TEICATION			
(§26)	Contractor:	JICE & IDENI	County of Ne	vada:		
	Fire Safe Council of Nevada Co	ounty	Office of Em	ergency Serv	rices	
	PO Box 1112 Nevada City, CA 65945		950 Maidu A	ve.		
	Nevada City, CA 65945		Nevada City	, CA 95959		
	Contact Person: Jamie Jones		Contact Perso	n: Paul Cum	minas	
	(530) 272-1122		(530) 265-151	15		
	e-mail: jamie@areyoufiresafe.co	<u>m</u>	e-mail: paul.c	ummings@co	nevada.c	ca.us
	Contractor is a: (check all that appl	W				
	Corporation:	Calif.,	Other,	LLC,	√ No	n-profit
	Partnership:	Calif.,	Other,	LLP,		nited
	Person:	Indiv.,	Dba,	Ass'n		her
	EDD: Independent Contractor W	orksheet Requ	ired:	Yes	No	)
		<b>ATTACHME</b>	NTS			
Design	ate all required attachments:				Req'd	Not Req'd
	Exhibit A: Schedule of Service	s (Provided by	Contractor)			
	Exhibit B: Schedule of Charge	s and Paymen	ts (Paid by Co	unty)	<del></del>	
	Exhibit C: Schedule of Change	S (Additions, D	eletions & Ame	endments)		<u> </u>
	Exhibit D: Schedule of HIPAA	Provisions (Pr	otected Health	Information)		✓

Contractor approves this page Revision Date: 02/18/2016

#### **Terms**

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

#### Services

#### 1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

#### **Payment**

## 2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

#### Time for Performance

#### 3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### 4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### 5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

#### Insurance

## 6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

(i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

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- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

## 7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a <u>Business Rated or a Commercial</u> **Automobile Liability** insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a <u>Personal Auto</u> policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

## **8.** Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

#### 9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

## 10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

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with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

#### 11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

## Personal Services

## 12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

## 13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

#### 14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

#### **Public Contracts**

## 15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

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determinations are available on the California Department of Industrial Relations website at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>.

- (ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.
- (iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- (iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

#### **16.** Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

## 17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

## 18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

#### 19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

#### **Default and Termination**

## 20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, without notice.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

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Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30)** calendar days written notice to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

#### Miscellaneous

## 21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

#### 22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

## 23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

## 24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

#### 25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.

#### 26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

#### 27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

Contractor approves this page
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IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Name: Jamie Jones

Dated: 4 15 2000

COUNTY OF NEVADA;

Desiree Belding Purchasing Agent

Dated:

#### **EXHIBIT "A"**

## SCHEDULE OF SERVICES

Contractor will provide the essential service of fire mitigation to reduce the threat of wildfire in Nevada County by providing a professional and streamlined residential green waste disposal and woodchip pick up at no cost to the community. Contractor will prioritize the commitment to public health and safety. Safeguards will be implemented at every level of the program, from training to the provision of onsite services, to protect the public, volunteers, and staff from the spread of the coronavirus and the disease it causes, COVID-19. Contractor will utilize trained staff and volunteers to execute this program weekly from May 17- June 13.

#### Free Residential Green Waste

#### Site Locations

The free residential green waste drop off locations will be at the following sites:

- NID Site in Alta Sierra, 12057 and 12079 Francis Dr. Grass Valley, CA
- Penn Valley Rodeo Grounds, 10531 Spenceville Road, Grass Valley
- Rise Gold Site in Grass Valley, 12625 Brunswick Rd., Grass Valley, CA

The free woodchip pick up locations will be at the following sites:

- Penn Valley Rodeo Grounds, 10531 Spenceville Road, Grass Valley
- Rise Gold Site in Grass Valley, 12625 Brunswick Rd., Grass Valley, CA

#### **Hours and Days of Operation**

May 17-June 2, Sunday through Tuesday:

Contractor will staff the free residential green waste drop off locations, Sunday through Tuesday, from 8am-4pm. The locations will be open to the public for green waste disposal from 9am-3pm each day.

## May 20-June 4, Wednesday and Thursday:

Contractor will subcontract with a vendor to transport unprocessed material from 12057 and 12079 Francis Dr. Grass Valley to 12625 Brunswick Rd., Grass Valley. Contractor will subcontract with a vendor to process, chip and grind, material at the 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley locations. Processed material, woodchips, will be made available to the community for free.

#### May 22-June 6, Friday and Saturday:

Contractor will provide free woodchips for pick up at 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley. Contractor will staff these locations from 8am-4pm each day, with the sites open to the public from 9am-3pm each day.

#### June 7-June 13:

Contractor will process, chip and grind, remaining green waste from the final weekend of community collection at 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley. Contractor will transport unprocessed material from 12057 and 12079 Francis Dr. Grass Valley to 12625 Brunswick Rd., Grass Valley for final processing. Remaining vegetation will be relocated from 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley to North Columbia Holdings in North San Juan by Saturday, June 13.

## Staffing and Volunteers

Contractor shall provide one Site Supervisor at each of the green waste drop off locations, Sunday, Monday, Tuesday, and the two woodchip pick up locations, Friday and Saturday.

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Contractor shall provide instruction and oversite throughout the process of chipping and grinding material on Wednesdays and Thursdays.

Contractor shall provide three staff members to assist with setup, volunteer coordination, safety, public intake, material screening, traffic control, unloading, and teardown at all three green waste drop off locations Sundays, Mondays, and Tuesdays. Contractor shall recruit three volunteers to assist with green waste disposal drop off.

Contractor shall be responsible for pushing piles of green waste to make additional space at each of the drop off locations from 6:30am-8:30am and from 3:30pm-7:30pm on Sundays, Mondays, and Tuesdays.

Contractor shall provide two staff members to assist with setup, safety, intake, traffic control, woodchip loading, and teardown at the two woodchip pick up locations (10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley) Fridays and Saturdays.

#### **Waste Collection & Placement**

Contractor will assist with unloading green waste material from each trailer or vehicle after the resident has checked in with the volunteers, as needed. Generally, disposal will be a self-serve to reduce person to person contact. The Site Supervisor will determine the placement of collected green waste, and staff will use on-site equipment to move collected green waste to the rear of the collection sites at the beginning and end of each day. If the green waste is to be moved away from the immediate collection area during collection times when the public is present, the Site Supervisor will temporarily halt unloading and ensure no vehicles or trailers are near moving equipment.

Green waste material remaining at each site at the end of the program will be transported offsite to North Columbia Holdings in North San Juan by Saturday, June 13.

#### Permitting

Contractor shall provide an Operations Plan to County of Nevada Planning Department by April 13, 2020. The Operations Plan shall include a detailed description of operations including, a Fire Prevention Plan\*, traffic control, storage of material onsite, staffing, hours of operation, mitigation measures, and security assurances. Contractor will include a schematic drawings for each location which will include fencing, all buildings and other structures showing layout and general dimensions of the operations area, including, but not limited to, roadways, entrances and exits, volunteer check-in, intake, unloading, storage, loading, processing, parking areas, traffic flow, and restroom/handwashing station placement.

Contractor shall complete the Environmental Agency Notification and Odor Impact Mitigation Plan no later than April 17, 2020.

## Traffic Management

Traffic within the collection sites will be directed by the Site Supervisor and aided by volunteers, once participants drive onto the disposal complex premises. The entrance and exit point will be predetermined for each site, as well as direction of traffic flow, to ensure these operations do not impact traffic outside of the disposal complex. Copies of the site plan will be shared with staff, volunteers, and online with the public in advance. Contractor will utilize traffic cones and large signs to help guide traffic within each disposal site.

#### Safety Measures

Contractor is responsible for safety at the collection site. Contractor shall have a safety plan in accordance with California Code of Regulations, Title 8, § 3203 (Injury and Illness Prevention Plan). Contractor will also abide by all <u>Cal/OSHA Interim Guidance for General Industry</u> and <u>Centers for Disease Control guidance on keeping the workplace safe.</u>

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Contractor will utilize both staff and volunteers to operate this program, with a commitment to prioritizing public health. Contractor will construct, to the extent possible, a contactless program to minimize the spread of coronavirus, and the disease it causes COVID-19. Volunteers will be trained virtually via webinar format. A drive-thru model for both green waste drop off and wood chip pick up will be implemented to reduce community contact. Volunteers will record information on each vehicle or trailer load of green waste for program data collection on tablets, from 6ft or more away from the vehicle. Community residents will remain inside their vehicle, while volunteers screen green waste loads for acceptable materials from outside the vehicle. Volunteers will also assist with directing traffic. Fire Safe Council staff will assist with unloading green waste, only if absolutely necessary, with 6ft or more feet of distance from the driver. Each unloading vehicle will maintain at least 20 feet of distance between other unloading vehicles. If this space requirement may not be achieved, drivers will be asked to wait in line until ample space may be maintained.

Contractor will utilize large signs to communicate the flow of traffic and distance requirements. Drivers will understand where to deliver their material or pick up chipped green waste without having to speak with volunteers or staff. For chip pickup, a machine operator will load chips into the bed of a truck or trailer. At each shift change and at the end of the day, Contractor will sanitize shared equipment such as tablets. Portable toilets, as well as handwashing stations, will be onsite for staff and volunteers. Volunteers and staff will be asked to wear face coverings.

#### **Equipment and Supplies**

Contractor will be responsible for providing and procuring all equipment and supplies, including but not limited to first aid kits, face coverings for staff and volunteers, a large probe thermometer, restrooms and handwashing stations, snacks and water for volunteers, tablets for program data collection, and large signs to direct the public.

Contractor may request to borrow traffic cones and interchangeable message board signs from the Office of Emergency Services to support traffic control. Requests shall be made by May 6, 2020.

Operator Qualifications. The Contractor agrees to permit equipment to be used only by properly trained and qualified operators. All operators shall be trained on equipment prior to utilization.

It is agreed volunteers will not operate equipment. Contractor shall ensure that the use of all equipment complies with all ordinances, statutes, safety standards, rules and regulations applicable to the use and operation of the equipment, including but not limited to the following:

- a. Equipment manufacturer's operational manual and safety guidelines:
- b. California Code of Regulations, Title 8, § 6364 (wood chippers);
- c. California Code of Regulations, Title 8, § 3424 (mobile equipment);
- d. California Code of Regulations, Title 8, § 4299 (brush and slash chippers);
- e. Cal-OSHA Tree Work Safety guides and requirements.

#### **Tracking and Reporting**

Within 30 days of the completion of the event, Contractor will communicate the budget performance, collected and processed tonnage, tonnage of processed material picked up by residents, number of participants, and other relevant statistics to County of Nevada Office of Emergency Services. Contractor will prepare slides capturing the event for presentation to the Nevada County Board of Supervisors within 30 days of the end of the event.

#### Volunteer Recruitment

Volunteer recruitment will take place via a number of mediums including:

- Radio interviews
- Virtual town hall webinars
- Press releases
- Leveraging partner reach through maintained listserves

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Social media, including NextDoor, Facebook, Twitter, and Instagram

Volunteer registration will be available on Connect Point's Volunteer Hub website. In addition, Contractor will reach out to previous Fire Safe Council and green waste program volunteers.

Contractor and County of Nevada will host both program details and information on how to volunteer on their respective websites.

#### **Volunteer Training**

Contractor will provide two volunteer trainings online via Zoom, providing an opportunity for volunteers to engage and ask questions online. The trainings will take place on May 8 and May 9 from 9am-10am and will be recorded and made available for later viewing online. Volunteers will receive a site schematic for each drop off and pick up location prior to volunteering. This map will outline traffic flow, and the details of the drop off and pick up locations.

#### **Volunteer Appreciation**

Contractor will follow up with event volunteers to thank them for their participation and support. An evaluation survey will be sent to volunteers to identify any potential for improvement they may have identified while participating in the event.

#### **Outreach and Communications**

All event promotion shall be coordinated with the County of Nevada Office of Emergency Services (OES).

Contractor shall acknowledge partnership with OES in all public communication regarding this program, for example on social media, on the radio, and in press releases.

Contractor will coordinate the dissemination of at least five press releases focusing on these topics on the following dates:

- May 1: Fire Safe Council and County of Nevada Partner to Bring Back Free Green Waste
- May 7: Free Residential Green Waste Kicks off Next Week, Volunteers Needed to Assist with Contactless Free Residential Green Waste Program
- May 20: First Week of Free Green Waste a Success
- June 13: Three More Weeks to Take Advantage of Free Residential Green Waste
- June 30: Thank You Nevada County for Your Help Keeping the Community Safe

Press releases shall include quotes from the Fire Safe Council and OES staff or County of Nevada representatives.

Contractor will work in coordination with OES to schedule radio interviews with KNCO, KVMR, KTKE and virtual interviews with Nevada County Media.

Program information will be hosted on both the FSC and OES webpages.

#### Fire Prevention Plan\*

Contractor shall provide a Fire Prevention, Control and Mitigation Plan which contains the following:

- a. Description of the measures the operator will take to prevent fires and to control and extinguish fires at the site:
- b. Identification and description of the equipment the operator will have available (on site and readily available off-site) to control and extinguish fires:

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- c. Description of the measures the operator will take to mitigate the impacts of any fire at the site to the public health and safety and the environment;
- d. Description of the arrangements the operator has made with the local fire control authority having jurisdiction to provide fire prevention, control and suppression;
- e. Discussion of the ability of the local fire control authority to suppress fires at the site in light of the authority's personnel, expertise and equipment, the availability of water, access to the site and to flammable materials on the site, the nature of flammable materials on site, the quantity and dimensions of materials on the site, and the potential for subsurface fires in accumulations of flammable materials on the site.
- f. Evidence that the operator has submitted the Plan to the local fire control authority for review and that the authority has found it to be in compliance with the authority's applicable requirements.

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#### **EXHIBIT "B"**

#### SCHEDULE OF CHARGES AND PAYMENTS

#### **Green Waste Program**

For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for actual expenditures incurred up to the maximum Contract amount of \$48,380.

This contract may, upon mutual agreement of the Parties, be amended to include additional hazardous vegetation removal components including additional weeks of green waste programming, chipping and defensible space services for individuals with Access and Functional Needs.

Invoices shall be submitted to:

County of Nevada Emergency Services Attention: Program Manager 950 Maidu Ave. Nevada City, CA 95959

The contractor shall submit invoices, not more frequently than weekly, to County of Nevada for costs incurred pursuant to the agreement. In addition, each invoice shall contain the following information:

1) The dates or time-period which the invoiced costs were incurred.

2) Description of service, quantity, rate, and total for the current invoice.

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## Project Budget

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DATE (MM/DD/YYYY) 1/2/2020

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).

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **Additional Insured - Designated Person or Organization**

This endorsement modifies insurance provided under the following:

## SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

Name of Person or Organization:
Any person or entity that the "Named Insured" has entered into a written agreement, prior to a
loss, to provide defense, indemnity or additional insured protection.

The following is added to Section V. PERSONS OR ENTITIES INSURED:

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the participation endorsement of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.



JANUARY 29, 2020

IN REPLY REFER TO:

1726353-20

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

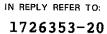
Dear Policyholder

Thank you for choosing us as your workers' compensation insurance carrier.

This package contains your renewal documents as listed on the following page. Please keep these together.

Our goal is to provide you with fast, efficient, and the most convenient service possible. We truly appreciate your business. If you have any questions about the information in this mailing, please contact your broker of record or your local State Compensation Insurance Fund office.

State Compensation Insurance Fund





WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY
STATE COMPENSATION INSURANCE FUND
Forms and Endorsements Applicable List Policy

FORM NUMBER	FORM DESCRIPTION
10963A	ANNUAL RATING ENDORSEMENT
10217	9904 - ENDORSEMENT AGREEMENT - WORDING CHANGE
10217	ENDORSEMENT 2029 -ENDORSEMENT AGREEMENT-
10015	CALIFORNIA SHORT-RATE CANCELLATION
10217	2089 - ENDORSEMENT AGREEMENT-
10217	STATUTORY ACCOUNTING PRINCIPLES - BILL RECEIVABLE 2437 -ENDORSEMENT AGREEMENT-
10017	MEDICAL PROVIDER NETWORK ENDORSEMENT
10217	2559A -ENDORSEMENT AGREEMENT- TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION
	ACT OF 2015
10217	2566 -ENDORSEMENT AGREEMENT-
	NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO
	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015
10217	3015 -ENDORSEMENT AGREEMENT-
10610C	EXECUTIVE OFFICERS - MINIMUM/MAXIMUM LIMITS
TOBIOC	POLICY HOLDER NOTICE



HOME OFFICE

SAN FRANCISCO

ANNUAL RATING ENDORSEMENT

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

IMPORTANT

THIS IS NOT A BILL

1726353-20 **CONTINUOUS POLICY** 

SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM PACIFIC STANDARD TIME

RATING PERIOD 2-01-20 TO 2-01-21

FIRE SAFE COUNCIL OF NEVADA COUNTY

PO BOX 1112 GRASS VALLEY, CALIF 95945 DEPOSIT PREMIUM MINIMUM PREMIUM

\$0.00 \$1,690.00

PREMIUM ADJUSTMENT PERIOD

MONTHLY

R SP

NAME OF EMPLOYER-

FIRE SAFE COUNCIL OF NEVADA COUNTY, INC (A NON-PROFIT CORP.)

PRINCIPAL WORK AND RATES EFFECTIVE FROM 02-01-20 TO 02-01-21 CODE NO.

INTERIM BILLING PREMIUM BASE BASIS RATE RATE\* 75949 12.45 8.07 0042 - 1LANDSCAPE GARDENING--INCLUDING MAINTENANCE OF GARDENS 187907 .75 . 49 8742-1 SALESPERSONS--OUTSIDE. 0 .53 .34 8810-1 CLERICAL OFFICE EMPLOYEES -- N.O.C.

\*\*\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

FEIN 943317612



HOME OFFICE

SAN FRANCISCO

ANNUAL RATING ENDORSEMENT

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

HERE ARE YOUR NEW RATES FOR THE PERIOD INDICATED. IF YOUR NAME OR ADDRESS SHOULD BE CORRECTED OR IF INSURANCE IS NOT NEEDED FOR NEXT YEAR, PLEASE TELL US.

**IMPORTANT** 

THIS IS NOT A BILL

CONTINUOUS POLICY

1726353-20

SEND NO MONEY UNLESS STATEMENT IS ENCLOSED

THE RATING PERIOD BEGINS AND ENDS AT 12:01AM PACIFIC STANDARD TIME

RATING PERIOD 2-01-20 TO 2-01-21

\* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

RATING PLAN CREDITS (DEBITS) EFFECTIVE FROM 02-01-20 TO 02-01-21

RATING PLAN MODIFIER

0.67200

ESTIMATED PREMIUM DISCOUNT MODIFIER

0.96438

COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES

0.64806

× PREMIUM DISCOUNT SCHEDULE EFFECTIVE FROM 02-01-20 TO 02-01-21 'nς ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE: FIRST × ABOVE \$5,000 \$5,000 × ٠ķ 0.0% 11.3% × γķ 

THE ESTIMATED PREMIUM DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. ACTUAL PREMIUM DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT.



HOME OFFICE

SAN FRANCISCO

ANNUAL RATING ENDORSEMENT

IT IS AGREED THAT THE CLASSIFICATIONS AND RATES PER \$100 OF REMUNERATION APPEARING IN THE CONTINUOUS POLICY ISSUED TO THIS EMPLOYER ARE AMENDED AS SHOWN BELOW.

CONTINUOUS POLICY 1726353-20

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR LOCAL STATE FUND OFFICE BELOW:

CSC - POLICY AT MONTEREY PARK 900 CORPORATE CENTER DRIVE , CA 91754 MONTEREY PARK (877) 405-4545

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions agreements or limitations of the Policy other than as herein stated.

When countersigned by a duly authorized officer or representative of the State Compensation Insurance Fund, these declarations shall be valid and form part of the Policy.

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO





1726353-20 RENEWAL SP

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

FIRE SAFE COUNCIL OF NEVADA COUNTY

PO BOX 1112 GRASS VALLEY, CA 95945

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE WORDING FOR THE FOLLOWING CLASSIFICATION APPEARING IN THIS POLICY IS CHANGED TO READ-

CLASS DESCRIPTION OF WORK

0042-1 LANDSCAPE GARDENING--INCLUDING MAINTENANCE OF GARDENS

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

PRESIDENT AND CEO

9904

**OLD DP 217** 

AUTHORIZED REPRESENTATIVE

SCIF FORM 10217 (REV.4-2018)



# ENDORSEMENT AGREEMENT CALIFORNIA SHORT-RATE CANCELLATION

1726353-20 RENEWAL SP 1-88-29-44 PAGE 1 OF

HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.
TO FEBRUARY 1, 2021 AT 12.01 A.M.

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

THE INSURANCE UNDER THIS POLICY IS LIMITED AS FOLLOWS:

IT IS AGREED THAT ANYTHING IN THE POLICY TO THE CONTRARY NOTWITHSTANDING, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY IS SUBJECT TO THE FOLLOWING PROVISIONS:

IF YOU CANCEL THE POLICY AND A DISCLOSURE WAS PROVIDED IN ACCORDANCE WITH SECTION 481(C) OF THE CALIFORNIA INSURANCE CODE, FINAL PREMIUM WILL BE BASED ON THE TIME THIS POLICY WAS IN FORCE AND INCREASED BY THE SHORT-RATE CANCELLATION TABLE BELOW:

#### SHORT-RATE CANCELLATION TABLE

FINAL PREMIUM BASED ON THE TABLE BELOW WILL NOT BE LESS THAN THE MINIMUM PREMIUM FOR THIS POLICY.

 $\underline{DAYS}$  = EXTENDED NUMBER OF DAYS  $\underline{\%}$  = PERCENTAGE OF FULL POLICY PREMIUM

DAYS	<u>%</u>	DAYS	%	DAYS	%
1	5%	2	6%	3-4	7%
56	8%	7-8	9%	9-10	10%
11-12	11%	13-14	12%	15-16	13%
17-18	14%	19-20	15%	21-22	16%
23-25	17%	26-29	18%	30-32	19%
33-36	20%	37-40	21%	41-43	22%
44-47	23%	48-51	24%	52-54	25%
55-58	26%	59-62	27%	63-65	28%

CONTINUED

PRESIDENT AND CEO

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

2029

OLD DP 217

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)



#### CALIFORNIA SHORT-RATE CANCELLATION

1726353-20 RENEWAL SP 1-88-29-44 PAGE 2 OF

2

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

TO FEBRUARY 1, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

CONTINUED.

					0.4.01
66-69	29%	70-73	30%	74-76	31%
77-80	32%	81-83	33%	84-87	34%
88-91	35%	92-94	36%	95-98	37%
99-102	38%	103-105	39%	106-109	40%
110-113	41%	114-116	42%	117-120	43%
121-124	44%	125-127	45%	128-131	46%
132-135	47%	136-138	48%	139-142	49%
143-146	50%	147-149	51%	150-153	52%
154-156	53%	157-160	54%	161-164	55%
165-167	56%	168-171	57%	172-175	58%
176-178	59%	179-182	60%	183-187	61%
188-191	62%	192-196	63%	197-200	64%
201-205	65%	206-209	66%	210-214	67%
215-218	68%	219-223	69%	224-228	70%
229-232	71%	233-237	72%	238-241	73%
242-246	74%	247-250	75%	251-255	76%
256-260	77%	261-264	78%	265-269	79%
270-273	80%	274-278	81%	279-282	82%
283-287	83%	288-291	84%	292-296	85%
297-301	86%	302-305	87%	306-310	88%
311-314	89%	315-319	90%	320-323	91%
324-328	92%	329-332	93%	333-337	94%
338-342	95%	343-346	96%	347-351	97%
352-355	98%	356-360	99%	361-365	100%

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)

PRESIDENT AND CEO

2029



## STATUTORY ACCOUNTING PRINCIPLES BILL RECEIVABLE

1726353-20 RENEWAL SP 1-88-29-44 PAGE 1 OF

1

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

> FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

> > ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT THIS ENDORSEMENT AMENDS SECTION D. OF PART FIVE OF THE POLICY.

YOUR POLICY HAS BEEN WRITTEN ON MONTHLY ADJUSTMENT PERIOD. YOU WILL PAY ALL PREMIUM WHEN DUE.

PAYROLL REPORTS AND PREMIUM ARE DUE WITHIN 10 DAYS (TEN) AFTER THE LAST DAY OF THE REPORTING PERIOD.

PAYMENT OF OUTSTANDING PREMIUM IS DUE WITHIN 10 DAYS (TEN) FROM THE BILL DATE.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SCIF FORM 10217 (REV.4-2018)

**JANUARY 29, 2020** 

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2089



## **ENDORSEMENT AGREEMENT** MEDICAL PROVIDER NETWORK

1726353-20 RENEWAL SP 1-88-29-44 1 OF PAGE

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HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

> FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

> > ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

THE STATE COMPENSATION INSURANCE FUND MEDICAL PROVIDER NETWORK IS ESTABLISHED IN ACCORDANCE WITH CALIFORNIA LABOR CODE 4600 ET SEQ AND APPROVED BY THE CALIFORNIA DIVISION OF WORKERS' COMPENSATION ADMINISTRATIVE DIRECTOR. THE INTENT OF THE 2004 LEGISLATION REQUIRING THE ESTABLISHMENT OF THE MEDICAL PROVIDER NETWORK IS INCREASED EMPLOYER CONTROL OVER THE COSTS OF TREATING EMPLOYEE WORK RELATED INJURIES AND DISEASE.

PART FOUR OF THE POLICY, YOUR DUTIES IF INJURY OCCURS, IS AMENDED AS FOLLOWS:

IT IS AGREED THAT THE POLICYHOLDER SHALL REFER ALL WORK RELATED INJURIES OR DISEASE TO THE STATE COMPENSATION INSURANCE FUND MEDICAL PROVIDER NETWORK AT THE TIME OF AN OCCUPATIONAL INJURY OR UPON KNOWLEDGE OF AN OCCUPATIONAL INJURY OR DISEASE.

IT IS FURTHER AGREED THAT WHEN AN EMPLOYEE NOTIFIES THE POLICYHOLDER OF AN OCCUPATIONAL INJURY OR FILES A CLAIM FOR WORKERS' COMPENSATION WITH THE POLICYHOLDER, THE POLICY-HOLDER SHALL ARRANGE AN INITIAL MEDICAL EVALUATION AND BEGIN TREATMENT WITHIN THE MEDICAL PROVIDER NETWORK. POLICYHOLDER SHALL NOTIFY THE EMPLOYEE OF HIS OR HER RIGHT

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

PRESIDENT AND CEO

2437

AUTHORIZED REPRESENTATIVE

SCIF FORM 10217 (REV.4-2018)



# ENDORSEMENT AGREEMENT MEDICAL PROVIDER NETWORK

1726353-20 RENEWAL SP 1-88-29-44 PAGE 2 OF

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

> FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

> > CONTINUED.

TO BE TREATED BY A PHYSICIAN OF HIS OR HER CHOICE FROM WITHIN THE MEDICAL PROVIDER NETWORK AFTER THE FIRST VISIT. THE POLICYHOLDER SHALL NOTIFY EMPLOYEE OF THE METHOD BY WHICH THE LIST OF PARTICIPATING PROVIDERS MAY BE ACCESSED BY EMPLOYEES.

IT IS FURTHER AGREED THAT IF AN INJURED EMPLOYEE DISPUTES EITHER THE DIAGNOSIS OR THE TREATMENT PRESCRIBED BY THE TREATING PHYSICIAN, THE EMPLOYEE MAY SEEK THE OPINION OF ANOTHER PHYSICIAN WITHIN THE MEDICAL PROVIDER NETWORK. IF THE INJURED EMPLOYEE DISPUTES THE DIAGNOSIS OR TREATMENT PRESCRIBED BY THE SECOND PHYSICIAN, THE EMPLOYEE MAY SEEK THE OPINION OF A THIRD PHYSICIAN WITHIN THE MEDICAL PROVIDER NETWORK.

IT IS FURTHER AGREED THAT THIS ENDORSEMENT IN NO WAY AFFECTS THE RIGHTS OF AN INJURED WORKER TO PREDESIGNATE A PHYSICIAN. AN EMPLOYEE MUST FILE WRITTEN NOTICE OF THE PREDESIGNATION WITH THE EMPLOYER PRIOR TO THE DATE OF INJURY. THE NOTICE MUST INCLUDE THE PHYSICIAN'S SIGNATURE OF AGREEMENT TO THE PREDESIGNATION, AND THE FOLLOWING CONDITIONS MUST APPLY:

THE PHYSICIAN IS THE EMPLOYEE'S REGULAR PHYSICIAN.

THE PHYSICIAN IS THE EMPLOYEE'S PRIMARY CARE PROVIDER WHO HAS PREVIOUSLY DIRECTED THE MEDICAL TREATMENT OF THE

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2437

SCIF FORM 10217 (REV.4-2018)



# ENDORSEMENT AGREEMENT MEDICAL PROVIDER NETWORK

1726353-20 RENEWAL SP 1-88-29-44

PAGE 3 OF

3

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

CONTINUED.

EMPLOYEE AND RETAINS RECORDS OF THE TREATMENT AND MEDICAL HISTORY.

THE EMPLOYER PROVIDES THE STAFF WITH NONOCCUPATIONAL GROUP HEALTH COVERAGE IN A HEALTH-CARE SERVICE PLAN (SUCH AS AN HMO/PPO PROGRAM).

OR

THE EMPLOYER PROVIDES NONOCCUPATIONAL HEALTH COVERAGE IN A GROUP HEALTH PLAN OR A GROUP HEALTH INSURANCE POLICY, PER LABOR CODE 4616.7.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2437 OLD DP 217

SCIF FORM 10217 (REV.4-2018)



## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

1726353-20 RENEWAL SP 1-88-29-44 PAGE 1 OF

HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.
TO FEBRUARY 1, 2021 AT 12.01 A.M.

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

THIS ENDORSEMENT ADDRESSES THE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED AND EXTENDED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015. IT SERVES TO NOTIFY YOU OF CERTAIN LIMITATIONS UNDER THE ACT, AND THAT YOUR INSURANCE CARRIER IS CHARGING PREMIUM FOR LOSSES THAT MAY OCCUR IN THE EVENT OF AN ACT OF TERRORISM.

YOUR POLICY PROVIDES COVERAGE FOR WORKERS COMPENSATION LOSSES CAUSED BY ACTS OF TERRORISM, INCLUDING WORKERS COMPENSATION BENEFIT OBLIGATIONS DICTATED BY STATE LAW. COVERAGE FOR SUCH LOSSES IS STILL SUBJECT TO ALL TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS IN YOUR POLICY, AND ANY APPLICABLE FEDERAL AND/OR STATE LAWS, RULES, OR REGULATIONS.

#### **DEFINITIONS**

THE DEFINITIONS PROVIDED IN THIS ENDORSEMENT ARE BASED ON AND HAVE THE SAME MEANING AS THE DEFINITIONS IN THE ACT. IF WORDS OR PHRASES NOT DEFINED IN THIS ENDORSEMENT ARE DEFINED IN THE ACT, THE DEFINITIONS IN THE ACT WILL APPLY.

"ACT" MEANS THE TERRORISM RISK INSURANCE ACT OF 2002, WHICH TOOK EFFECT ON NOVEMBER 26, 2002, AND ANY AMENDMENTS THERETO, INCLUDING ANY AMENDMENTS RESULTING FROM THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

PRESIDENT AND CEO

2559A

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)



## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

1726353-20 RENEWAL SP 1-88-29-44 PAGE 2 OF

5

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

TO FEBRUARY 1, 2021 AT 12.01 A.M.

ALLEFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

CONTINUED.

"ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY, IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY, AND THE ATTORNEY GENERAL OF THE UNITED STATES AS MEETING ALL OF THE FOLLOWING REQUIREMENTS:

- A. THE ACT IS AN ACT OF TERRORISM.
- B. THE ACT IS VIOLENT OR DANGEROUS TO HUMAN LIFE, PROPERTY OR INFRASTRUCTURE.
- C. THE ACT RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE OF THE UNITED STATES IN THE CASE OF THE PREMISES OF UNITED STATES MISSIONS OR CERTAIN AIR CARRIERS OR VESSELS.
- D. THE ACT HAS BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

"INSURED LOSS" MEANS ANY LOSS RESULTING FROM AN ACT OF TERRORISM (AND, EXCEPT FOR PENNSYLVANIA, INCLUDING AN ACT OF WAR, IN THE CASE OF WORKERS COMPENSATION) THAT IS COVERED BY PRIMARY OR EXCESS PROPERTY AND CASUALTY INSURANCE ISSUED BY AN INSURER IF THE LOSS OCCURS IN THE UNITED STATES OR AT THE PREMISES OF UNITED STATES MISSIONS OR TO CERTAIN AIR CARRIERS OR VESSELS.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

**JANUARY 29, 2020** 

PRESIDENT AND CEO

2559A

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)



## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

1726353-20 RENEWAL SP 1-88-29-44 PAGE 3 OF

HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.
TO FEBRUARY 1, 2021 AT 12.01 A.M.

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

CONTINUED.

"INSURER DEDUCTIBLE" MEANS, FOR THE PERIOD BEGINNING ON JANUARY 1, 2015, AND ENDING ON DECEMBER 31, 2020, AN AMOUNT EQUAL TO 20% OF OUR DIRECT EARNED PREMIUMS, DURING THE IMMEDIATELY PRECEDING CALENDAR YEAR.

LIMITATION OF LIABILITY

THE ACT LIMITS OUR LIABILITY TO YOU UNDER THIS POLICY. IF AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 IN A CALENDAR YEAR AND IF WE HAVE MET OUR INSURER DEDUCTIBLE, WE ARE NOT LIABLE FOR THE PAYMENT OF ANY PORTION OF THE AMOUNT OF INSURED LOSSES THAT EXCEEDS \$100,000,000,000; AND FOR AGGREGATE INSURED LOSSES UP TO \$100,000,000,000, WE WILL PAY ONLY A PRO RATA SHARE OF SUCH INSURED LOSSES AS DETERMINED BY THE SECRETARY OF THE TREASURY.

## POLICYHOLDER DISCLOSURE NOTICE

- INSURED LOSSES WOULD BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT. IF THE AGGREGATE INDUSTRY INSURED LOSSES EXCEED:
  - A. \$100,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2015, THE UNITED STATES GOVERNMENT WOULD PAY 85% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

PRESIDENT AND CEO

2559A

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)



## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

1726353-20 RENEWAL SP 1-88-29-44 4 OF

PAGE

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M. TO FEBRUARY 1, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

> FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

#### CONTINUED.

- B. \$120,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2016, THE UNITED STATES GOVERNMENT WOULD PAY 84% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- C. \$140,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2017, THE UNITED STATES GOVERNMENT WOULD PAY 83% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- D. \$160,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2018, THE UNITED STATES GOVERNMENT WOULD PAY 82% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- E. \$180,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2019, THE UNITED STATES GOVERNMENT WOULD PAY 81% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.
- F. \$200,000,000, WITH RESPECT TO SUCH INSURED LOSSES OCCURRING IN CALENDAR YEAR 2020, THE UNITED STATES GOVERNMENT WOULD PAY 80% OF OUR INSURED LOSSES THAT EXCEED OUR INSURER DEDUCTIBLE.

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JANUARY 29, 2020

PRESIDENT AND CEO

2559A OLD DP 217

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)



## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

1726353-20 RENEWAL SP 1-88-29-44 PAGE 5 OF

HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.
TO FEBRUARY 1, 2021 AT 12.01 A.M.

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

#### CONTINUED.

- 2. NOTWITHSTANDING ITEM 1 ABOVE, THE UNITED STATES GOVERNMENT WILL NOT MAKE ANY PAYMENT UNDER THE ACT FOR ANY PORTION OF INSURED LOSSES THAT EXCEED \$100,000,000,000.
- 3. THE PREMIUM CHARGE FOR THE COVERAGE YOUR POLICY PROVIDES FOR INSURED LOSSES IS INCLUDED IN THE AMOUNT SHOWN IN ITEM 4 OF THE INFORMATION PAGE OR IN THE SCHEDULE BELOW.

THIS ENDORSEMENT CHANGES THE POLICY TO WHICH IT IS ATTACHED AND IS EFFECTIVE ON THE DATE ISSUED UNLESS OTHERWISE STATED.

WC 00 04 22 B

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

**JANUARY 29, 2020** 

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)

PRESIDENT AND CEO

2559A



# NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

1726353-20 RENEWAL SP 1-88-29-44 PAGE 1 OF

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HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

TO FEBRUARY 1, 2021 AT 12.01 A.M.

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

THIS ENDORSEMENT IS BEING ATTACHED TO YOUR WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY. THIS ENDORSEMENT DOES NOT REPLACE THE SEPARATE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT (WC 00 04 22 B) THAT IS ATTACHED TO YOUR CURRENT POLICY AND WHICH REMAINS IN EFFECT AS APPLICABLE.

THE TERRORISM RISK INSURANCE ACT OF 2002 (TRIA), AS PREVIOUSLY AMENDED AND EXTENDED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015 (TRIPRA2015), PROVIDES FOR A PROGRAM UNDER WHICH THE FEDERAL GOVERNMENT WILL SHARE IN THE PAYMENT OF INSURED LOSSES CAUSED BY CERTAIN ACTS OF TERRORISM. IN THE ABSENCE OF AFFIRMATIVE US CONGRESSIONAL ACTION TO EXTEND, UPDATE, OR OTHERWISE REAUTHORIZE TRIPRA 2015, IN WHOLE OR IN PART, TRIPRA 2015 IS SCHEDULED TO EXPIRE ON DECEMBER 31, 2020.

SINCE THE TIMETABLE FOR ANY FURTHER CONGRESSIONAL ACTION REGARDING TRIPRA 2015 IS PRESENTLY UNKNOWN, AND EXPOSURE TO ACTS OF TERRORISM REMAINS, WE ARE PROVIDING POLICYHOLDERS WITH RELEVANT INFORMATION CONCERNING THEIR WORKERS COMPENSATION POLICIES IN THE EVENT OF THE TRIPRA 2015'S EXPIRATION.

YOUR POLICY PROVIDES COVERAGE FOR WORKERS COMPENSATION LOSSES CAUSED BY ACTS OF TERRORISM, INCLUDING WORKERS COMPENSATION BENEFIT OBLIGATIONS DICTATED BY STATE LAW,

CONTINUED

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

**JANUARY 29, 2020** 

PRESIDENT AND CEO

2566

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)



## NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

1726353-20 RENEWAL SP 1-88-29-44 PAGE 2 OF

HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M. TO FEBRUARY 1, 2021 AT 12.01 A.M.

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

CONTINUED.

EXCEPT IN PENNSYLVANIA, WHERE INJURIES OR DEATHS RESULTING FROM CERTAIN WAR-RELATED ACTIVITIES ARE EXCLUDED FROM WORKERS COMPENSATION COVERAGE. COVERAGE FOR SUCH LOSSES IS STILL SUBJECT TO ALL TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS IN YOUR POLICY.

THE PREMIUM CHARGE FOR THE COVERAGE THAT YOUR POLICY PROVIDES FOR TERRORISM LOSSES IS SHOWN IN ITEM 4 OF THE POLICY INFORMATION PAGE OR THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT (WC 00 04 22 B) SCHEDULE THAT IS ATTACHED TO YOUR POLICY. THIS AMOUNT MAY CONTINUE OR CHANGE FOR NEW, RENEWAL, AND IN-FORCE POLICIES IN EFFECT ON OR AFTER DECEMBER 31, 2020. IN THE EVENT OF TRIPRA 2015'S EXPIRATION, SUBJECT TO REGULATORY REVIEW IN ACCORDANCE WITH APPLICABLE STATE LAW.

YOU NEED NOT DO ANYTHING FURTHER AT THIS TIME.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

**JANUARY 29, 2020** 

PRESIDENT AND CEO

2566 **OLD DP 217** 

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)



#### **ENDORSEMENT AGREEMENT**

## EXECUTIVE OFFICERS MINIMUM/MAXIMUM LIMITS

1726353-20 RENEWAL SP 1-88-29-44

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PAGE

HOME OFFICE SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2020 AT 12.01 A.M.

ALLEFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

> FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

> > ANY CONTRADICTION BETWEEN THE POLICY AND THIS ENDORSEMENT WILL BE CONTROLLED BY THIS ENDORSEMENT.

IT IS AGREED THAT UNLESS OTHERWISE EXCLUDED BY ENDORSEMENT THE ACTUAL REMUNERATION EARNED BY EACH EXECUTIVE OFFICER DURING THE POLICY PERIOD SHALL BE USED AS THE BASIS OF PREMIUM, SUBJECT TO

THE MINIMUM AMOUNT OF \$ 54,600 PER ANNUM

AND THE MAXIMUM AMOUNT OF \$ 139,100 PER ANNUM

AS SPECIFIED IN THE CALIFORNIA WORKERS' COMPENSATION UNIFORM STATISTICAL REPORTING PLAN, FOR WORKERS' COMPENSATION INSURANCE IN EFFECT DURING THE POLICY PERIOD.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

**JANUARY 29, 2020** 

PRESIDENT AND CEO

3015 OLD DP 217

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.4-2018)

# Dear Policyholder:

These endorsements amend and are part of your policy. Please keep them with your documents for future reference.

If you have any questions concerning these endorsements, Please contact your local State Fund office.





# POLICYHOLDER NOTICE

# YOUR RIGHT TO RATING AND DIVIDEND INFORMATION PN 04 99 01G (Ed. 03-19)

POLICY NO. 1726353-20 NR SP

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CALIF 95945

I. Information Available to You

1

- A. Information Available from Us State Compensation Insurance Fund
- (1) General questions regarding your policy should be directed to:

State Fund, Small Commercial Service Center 1020 Vaquero Circle Vacaville, CA 95688 Telephone: 888-782-8338

Website: www.statefundca.com

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.
  - For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.
- B. Information Available from the Workers' Compensation Insurance Rating Bureau of California
- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan--1995* (USRP) and the *California Workers' Compensation Experience Rating Plan--1995* (ERP). WCIRB contact information is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service; 888-229-2472 (phone); 415-778-7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and the ERP are available for public viewing through the WCIRB's website at wcirb.com.
- (2) Policyholder Information. Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415-777-0777 (phone) and 415-778-7272 (fax).

POLICY NO. 1726353-20 NR SP

(3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

# II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

- A. Our Dispute Resolution Process. You may request in writing that we reconsider a change in a classification assignment that results in an increased premium. You may also request, in writing, that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written requests that we reconsider or review our actions should be forwarded to: State Compensation Insurance Fund, Attention: Manager, Customer Assistance Program, 5880 Owens Drive, Pleasanton, CA 94588 or call us at 925-460-6530 or fax us at 925-460-6633.
- B. Disputing the Actions of the WCIRB. If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888-229-2472 (phone), 415-778-7272 (fax) and customerservice@wcirb.com (email). If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Complaints and Reconsiderations. The WCIRB's contact information is 888-229-2472 (phone), 415-371-5204 (fax) and customerservice@wcirb.com (email).

POLICY NO. 1726353-20 NR SP

C. California Department of Insurance - Appeals to the Insurance Commissioner. After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Compaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau California Department of Insurance 45 Fremont Street, 22nd Floor San Francisco, CA 94105 415-538-4102

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

- III. Resources Available to You in Obtaining Information and Pursuing Disputes
- A. Policyholder Ombudsman. Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415-778-7159 (phone), 415-371-5288 (fax) and ombudsman@wcirb.com (email).
- B. California Department of Insurance Information and Assistance. Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800-927-HELP (4357) or insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

PROGRESSIVE PO BOX 94739 CLEVELAND, OH 44101 PROGRESSIVE COMMERCIAL

660606 2595 3 AB 0.419 PPACA01U 019 002595 Named insured

FIRE SAFE COUNCIL OF NEVADA COUNTY PO BOX 1112 GRASS VALLEY, CA 95945

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Policy number: 06086785-3

Underwritten by: Progressive Express Ins

March 31, 2020 Policy Period: May 17, 2020 - May 17, 2021 Page 1 of 4

# progressive.com

#### **Online Service**

Make payments, check billing activity, print policy documents, or check the status of a claim.

#### 1-800-895-2886

For customer service and claims service, 24 hours a day, 7 days a week.

# **Commercial Auto Insurance Coverage Summary**

# This is your Renewal Declarations Page

Your coverage begins on May 17, 2020 at 12:01 a.m. This policy expires on May 17, 2021 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852CA (09/06), 4759CA (09/06), 4757 (03/05), 1198 (01/04), Z311 (11/07), Z313 (05/07), 4852CA (10/04), 4881CA (12/04) and Z228 (01/11).

The named insured organization type is a corporation.

# **Outline of coverage**

Description	Limits	Deductible	Premium
Liability To Others		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$9,147
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured/Underinsured Motorist	\$1,000,000 combined single limit		884
Uninsured Motorist Property Damage	Rejected		
Medical Payments	\$5,000 each person		175
Comprehensive			1,032
See Auto Coverage Schedule	Limit of liability less deductible	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Collision			3,808
See Auto Coverage Schedule	Limit of liability less deductible	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Rental Reimbursement			357
See Auto Coverage Schedule		43423413717111144444444	*******
Roadside Assistance			59
See Auto Coverage Schedule			
Subtotal policy premium		\$	15,462.00
California Vehicle Assessment Fee			14.08
Fees			20.00
Total 12 month policy premium and fees	i	\$	15,496.08

## Important information about fees

The following additional fees may apply:

Late payment fee \$10.00

Fee for returned checks or refused payments \$20.00



Policy number: 06086785-3 FIRE SAFE COUNCIL OF

Page 2 of 4

# Rated drivers

- 1. JAMIE JONES PURKEY
- 2. CHRIS WACKERLY
- 3. SPENCER R ALBRECHT
- 4. ANTHONY QUATELA

# Auto coverage schedule

1.	2012 Ford F350	Actual Cash Value	(plus \$2,000.00 Permanently Attached Equip)
----	----------------	-------------------	--

VIN: 1FT8W3BT5CEC99650 Garaging Zip Code: 95945 Radius: 100

Liability	Liability	UM/UIM BI	Med Pay		
Premium	\$1,407	\$146	\$25		
Physical Damage Premium	Comp Deductible	Comp Premium	Coll/Waiver Deductible	Coll/Waiver Premium	
Premium	\$500	\$151	\$500	\$364	,
Other Coverages	Rental Limit	Rental Premium	Roadside Limit	Roadside Premium	Auto Total
Premium	\$50 per day Max \$1500	\$63	Selected	\$31	\$2,187

# 2. **2019 Chevrolet Silverado C1500** Actual Cash Value (plus \$2,000.00 Permanently Attached Equip)

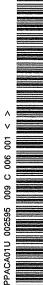
VIN: 1GCPYFED0KZ425383 Garaging Zip Code: 95945 Radius: 100

Liability	Liability	UM/UIM BI	Med Pay		
Premium	\$1,309	\$146	\$25		
Physical Damage	Comp Deductible	Comp Premium	Coll/Waiver Deductible	Coll/Waiver Premium	
Premium	\$500	\$161	\$500	\$540	
Other Coverages Premium	Rental Limit	Rental Premium	Roadside Limit	Roadside Premium	Auto Total
Premium	\$50 per day Max \$1500	\$63	Selected	\$7	\$2,251

3. **2019 RAM Ram 3500** Actual Cash Value (plus \$2,000.00 Permanently Attached Equip) VIN: 3C63R3CL9KG568036 Garaging Zip Code: 95945 Radius: 300

Liability Premium	Liability \$1,749	UM/UIM BI \$146	Med Pay \$29		
Physical Damage Premium	Comp Deductible \$500	Comp Premium \$170	Coll/Waiver Deductible \$500	Coll/Waiver Premium \$834	
Other Coverages Premium	Rental Limit \$50 per day	Rental Premium \$63	Roadside Limit Selected	Roadside Premium \$7	Auto Total <b>\$2,998</b>





Max \$1500

Policy number: 06086785-3 FIRE SAFE COUNCIL OF Page 3 of 4

4.	2019 RAM R	lam 3500		Actual Cash Value	(plus \$2,000.00 Permanently Attached Equip)	
	VIN: 3C63R3	3CL5KG56803	34	Garaging Zip Code:	95945 Radius: 300	
Liability	Liability	UM/UIM BI	Med Pay			
Premium	\$1,749	\$146	\$29			
Physical Damage	Comp Deductible	Comp Premium	Coll/Waiver Deductible	Coll/Waiver Premium		
Premium	\$500	\$170	\$500	\$834		*********
Other Coverages	Rental Limit	Rental Premium	Roadside Limit	Roadside Premium		Auto Total
Premium	\$50 per day	\$63	Selected	\$7		\$2,998
	Max \$1500					
5.	2020 Snake	River Traile	e <b>r</b>	Stated Amount:	*\$7,450 (including Permanently Attached Equip	)
	VIN: 5PTBD	1225L103315	0	Garaging Zip Code:	95945 Radius: 100	
Liability	Liability					
Premium	\$24					.,,,,,,,,,
Physical Damage	Comp Deductible	Comp Premium	Coll/Waiver Deductible	Coll/Waiver Premium		Auto Total
Premium	\$500	\$28	\$500	\$32		\$84
						,
6.	6. <b>2019 Dodge Ram 5500</b> VIN: 3C7WRNEL8KG637977			Stated Amount: Garaging Zip Code:	*\$81,874 (including Permanently Attached Equi 95945 Radius: 100	p)
	VIIV. 3C/VVI		,,,	Garaging Zip Code.	333 (3 Madasi 100	
Liability Premium	Liability \$1,534	\$117	Med Pay \$28			
		·		Coll/Waiver		
Physical Damage	Comp Deductible	Comp Premium	Coll/Waiver Deductible	Premium		
Premium	\$500	\$216	\$500	\$631		
Other Coverages	Rental Limit	Rental Premium				Auto Total
Premium	\$50 per day Max \$1500	\$42				\$2,568
	Max \$1200					
7.	2020 Subar	u XV Crosst	rek W/	Stated Amount:	*\$39,363 (including Permanently Attached Equi	p)
	VIN: JF2GTDNC1LH240794			Garaging Zip Code:	95959 Radius: 100	
Liability	Liability	UM/UIM BI	Med Pay		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Premium	\$1,351	\$183	\$39			
Physical Damage	Comp Deductible	Comp Premium	Coll/Waiver Deductible	Coll/Waiver Premium		
Premium	\$500	\$108	\$500	\$541		
Other Coverages	Rental Limit	Rental Premium	Roadside Limit	Roadside Premium		Auto Total
Premium	\$50 per day Max \$1500	\$63	Selected	\$7		\$2,292



Policy number: 06086785-3 FIRE SAFE COUNCIL OF Page 4 of 4

2020 BIG TEX Trailer 8. Stated Amount: \*\$7,717 (including Permanently Attached Equip) VIN: 16VEX2029L4045941 Garaging Zip Code: 95945 Radius: 100 Liability Premium Comp Deductible Coll/Waiver Coll/Waiver Comp Physical Damage Auto Total Deductible Premium Premium Premium \$500 \$500 \$28 \$32 \$84

# **Premium discounts**

Policy	
· · · · · · · · · · · · · · · · · · ·	***************************************
06086785-3	Business Experience and Package

# **Loss Payee information**

1.	Loss Payee	Auto 2	TRICOUNTIES BANK PO BOX 909 CHICO, CA 95927 2019 Chevrolet Silverado C1500 (1GCPYFED0KZ425383)
2.	Loss Payee	Auto 3	TRICOUNTIES BANK PO BOX 909 CHICO, CA 95927 2019 RAM Ram 3500 (3C63R3CL9KG568036)
3.	Loss Payee	Auto 4	TRICOUNTIES BANK PO BOX 909 CHICO, CA 95927 2019 RAM Ram 3500 (3C63R3CL5KG568034)
4 .	Loss Payee	Auto 6	TRICOUNTIES BANK PO BOX 3308 SANTA ROSA, CA 95402 2019 Dodge Ram 5500 (3C7WRNEL8KG637977)

Potricial Court

### **Additional Insured information**

1 . Additional Insured COUNTY OF NEVADA
10014 N BLOOMFI NEVADA CITY, CA 95959

**Company officers** 

President Secretary

ACA01U 002595 009 C 006 002 < >

<sup>\*</sup>A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Policy number: 06086785-3 FIRE SAFE COUNCIL OF Page 1 of 1

# **Provider Network Program**

If you're hurt in an accident that's covered by your Progressive policy, you may have access to a network of medical providers in your area who can treat you. These providers may offer reduced rates through the network that could allow you to get more treatment if necessary.

Visit progressive.com/providernetworks anytime to find out what provider networks are available in your area. The claim representative handling your medical claim will also be able to provide this information if you're in an accident.

You are under no obligation to use any network referenced above. You're free to see a medical service provider of your choice. Using a provider within the network doesn't necessarily mean that we'll cover the cost of their services. If you're in an accident, always check with the claim representative handling your medical claim to confirm what's covered.

Form Z271 (01/12)

**PROGRESSIVE** PO BOX 94739 CLEVELAND, OH 44101



FIRE SAFE COUNCIL OF **NEVADA COUNTY** PO BOX 1112 **GRASS VALLEY, CA 95945**  Policy number: 06086785-3

Underwritten by: Progressive Express Ins Insured: FIRE SAFE COUNCIL OF March 31, 2020 Policy Period: May 17, 2020 - May 17, 2021

### **Mailing Address**

Progressive Express Ins PO Box 94739 Cleveland, OH 44101

#### 1-800-895-2886

For customer service, 24 hours a day, 7 days a week

# **Additional insured endorsement**

Name of Person or Organization COUNTY OF NEVADA 10014 N BLOOMFI

NEVADA CITY, CA 95959

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the Declarations Page.

# **Limit of Liability**

**Bodily Injury** Not applicable **Property Damage** Not applicable

\$1,000,000 each accident **Combined Liability** 

# All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 06086785-3 Issued to (Name of Insured): FIRE SAFE COUNCIL OF **NEVADA COUNTY** 

Effective date of endorsement: 05/17/2020

Form 1198 (01/04)

Policy expiration date: 05/17/2021

Policy number: 06086785-3 FIRE SAFE COUNCIL OF Page 1 of 1

# **Rental Reimbursement Coverage Endorsement**

Except as specifically modified in this endorsement, all provisions of the Commercial Auto Policy apply.

We agree with you that the insurance provided under your Commercial Auto Policy is modified as follows:

#### **Insuring Agreement**

Subject to the Limits of Liability, if **you** pay the premium for Rental Reimbursement Coverage, **we** will reimburse rental charges incurred when **you** rent an **auto** pursuant to a written rental agreement due to a **loss** to an **insured auto** that has Rental Reimbursement Coverage under this policy. This coverage applies only if **you** have purchased Collision Coverage and either Comprehensive Coverage or Fire and Theft With Combined Additional Coverage for that **insured auto** and the **loss** is covered under one of those coverages.

Additional fees or charges for fuel are not covered. **We** will pay no more than the specified daily limit, including additional insurance, damage waivers, and/or equipment.

The maximum we will pay is the daily amount shown on the **Declarations Page** up to the number of days shown on the **Declarations Page**.

If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses will apply. Rental charges will be reimbursed beginning:

- 1. When the **insured auto** cannot be used for its intended purpose due to a **loss**; or
- 2. If the **insured auto** can be operated for its intended purpose, when **you** deliver the **insured auto** to an auto repair shop or one of **our** Claims Service Centers for repairs due to the **loss**; and ending the earliest of:
- 1. When the **insured auto** has been returned to **you**;
- 2. When the **insured auto** has been repaired;
- 3. When the **insured auto** has been replaced;
- 4. 72 hours after **we** make an offer to settle the **loss** if the **insured auto** is deemed by **us** to be a total loss; or
- 5. When **you** incur 30 days worth of rental charges.

You must provide us written proof of your rental charges to be reimbursed.

### **Additional Coverage**

When Rental Reimbursement Coverage applies, **we** will consider the rented **auto** to be an **insured auto** for coverage under Part II - Damage To Your Auto. The rented **auto** will have the same coverages that **you** have purchased for the **insured auto** that the rented **auto** replaces, and the same deductible will apply.

### **Limits of Liability**

The limit shown on the **Declarations Page** is the most **we** will pay under this endorsement for a **loss** to any one **insured auto**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

Form Z311 (11/07)

Policy number: 06086785-3 FIRE SAFE COUNCIL OF Page 1 of 2

# **Roadside Assistance Coverage Endorsement**

Except as specifically modified in this endorsement, all provisions of the Commercial Auto Policy apply.

We agree with you that the insurance provided under your Commercial Auto Policy is modified as follows:

## **Insuring Agreement**

If **you** pay the premium for this coverage, **we** will pay for **our** authorized service representative to provide the following services when necessary due to a **covered emergency**:

- 1. towing of a covered disabled auto to the nearest qualified repair facility; and
- 2. labor on a **covered disabled auto** at the place of disablement.

If a **covered disabled auto** is towed to any place other than the nearest qualified repair facility, **you** will be responsible for any additional charges incurred.

#### **Additional Definitions**

When used in this endorsement:

- "Covered disabled auto" means an insured auto for which this coverage has been purchased that sustains a covered emergency. Covered disabled auto includes a trailer attached to an insured auto for which this coverage has been purchased.
- 2. "Covered emergency" means a disablement that is a result of:
  - a. mechanical or electrical breakdown;
  - b. battery failure;
  - c. insufficient supply of fuel, oil, water, or other fluid;
  - d. flat tire:
  - e. lock-out; or
  - f. entrapment in snow, mud, water, or sand, within 100 feet of a road or highway.

# EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS ENDORSEMENT.

Coverage under this endorsement will not apply to:

- 1. the cost of purchasing parts, fluid, lubricants, fuel, or replacement keys, or the labor to make replacement keys;
- 2. installation of products or material not related to the disablement;
- 3. labor not related to the disablement;
- 4. labor on a **covered disabled auto** for any time period in excess of 60 minutes per disablement;
- 5. towing or storage related to impoundment, abandonment, illegal parking, or other violations of law;
- 6. assistance with jacks, levelers, airbags, or awnings;
- 7. towing from a service station, garage, or repair shop;
- 8. labor or repair work performed at a service station, garage, or repair shop;
- 9. auto storage charges;
- 10. a second service call or tow for a single disablement;
- 11. disablement that occurs on roads not regularly maintained, sand beaches, open fields, or areas designated as not passable due to construction, weather, or earth movement;
- 12. mounting or removing of snow tires or chains;
- 13. tire repair;
- 14. repeated service calls for a **covered disabled auto** in need of routine maintenance or repair; or
- 15. disablement that results from an intentional or willful act or action by **you** or, if the named insured is a natural person, a **relative**, or by the operator of a **covered disabled auto**.

#### **Unauthorized Service Provider**

When service is rendered by a provider in the business of providing roadside assistance and towing services, other than one of **our** authorized service representatives, **we** will pay only reasonable charges, as determined by **us**, for:



Policy number: 06086785-3 FIRE SAFE COUNCIL OF Page 2 of 2

- 1. towing of a covered disabled auto to the nearest qualified repair facility; and
- 2. labor on a **covered disabled auto** at the place of disablement; which is necessary due to a **covered emergency**.

### **Other Insurance**

Any coverage provided under this endorsement for service rendered by an unauthorized service provider will be excess over any other collectible insurance or towing protection coverage.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

