September 1, 1994

Attn: Bill Tilley
Merced Union High School District
Post Office Box 2147
Merced, California 95344

Dear Mr. Tilley:

Enclosed is a copy of a duly executed facilities use agreement, effective August 10, 1994, with the City of Merced for recreation programs.

Sincerely,

Carol Brigaman
Deputy City Clerk

cc: City Attorney
Recreation
Finance
Purchasing
w/Enclosure
AGREEMENT

WHEREAS, the City of Merced and the Merced High School District are mutually interested in and concerned with the provision of adequate facilities for the recreation and physical well-being of the people of the City of Merced; and

WHEREAS, the Merced High School District and City of Merced have certain play areas, gymnasiums, auditoriums, and other educational and recreational facilities under the respective jurisdictions suitable for community recreation programs, and the City, in its Recreation and Parks Department, has in its employ certain employees well qualified to supervise, direct and conduct such a community recreation program; and

WHEREAS, the governing bodies of each of the above named parties are agreed that community recreation is necessary for the development of good citizenship and for promoting and preserving the health and general welfare of the inhabitants of the territory over which they have jurisdiction, and the parties hereto feel that this Agreement should be entered into for the purpose of carrying out a recreational program, under the provisions of Section 10900 et seq. of the Education Code of the State of California and any amendments thereto or otherwise.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BETWEEN THE MERCED HIGH SCHOOL DISTRICT, hereinafter known as the District, and the CITY OF MERCED, hereinafter designated as the City, that:

I

The District and City shall make available to each other for community recreation activities those certain facilities described in Exhibit A attached hereto and made a part hereof. Prior to use
of a facility, both District and City shall agree upon a financial arrangement, if appropriate, for said use of those certain facilities described in Exhibit A.

The City shall agree to pay operating costs of North Campus pool in the summer interval when school is not in regular session, i.e., costs of chemicals, power, labor and other items deemed essential for the satisfactory functioning of the pool and dressing Rooms, The City shall employ qualified personnel for the operation of the pool and set an admission charge and collect and retain such admission charges when the City has the control and operation of the pool during the summer interval.

II

The use of any facilities selected hereunder shall be in accordance with the regular procedures of District and City in granting permits for use of facilities as provided for by the laws of California and the rules and regulations of the Board of Trustees of District and the Merced City Council.

III

Time schedules shall be established for said use by designated representatives of the Superintendent of Schools of District and the Director of the Recreation and Parks Department of City.

It is further agreed that a schedule of dates and times for use of the District school facilities and Park Department facilities will be worked out in advance; that this schedule will be so arranged as to avoid any conflict between the school and the Recreation Department use; in the scheduling of said school
facilities, school events and programs shall have first priority and the recreation program established by City shall have second priority and any other events by other groups or agencies shall have third priority. In the scheduling of Recreation and Park facilities, it is further agreed that the City recreation program shall have first priority, the school events and programs shall have second priority, and any other events by other groups or agencies shall have third priority. Any such schedule so established may be changed by mutual agreement.

IV

The City, through its employees in the Recreation and Parks Department, agrees to provide adequate personnel to supervise facilities used and the recreation activities conducted which take place after school hours and during holiday and vacation periods at the selected school facilities. In the employment of personnel for this program, the Recreation and Parks Department will give first consideration to school employees, providing they are qualified and available for such work. When qualified people are not available from the school system, the City shall have the right to hire persons outside the school system.

It shall be permissible where such activities are beneficial to both school and recreation programs to allow the working hours of City personnel to be integrated with District school hours. In the event such activities are conducted during school hours with students, the employee of the Recreation and Parks Department shall be subject to the administrative authority and supervision of the
principal of the school. Except as hereinbefore set forth, the personnel employed by the City shall be under the supervision of the City Recreation and Parks Department.

V

It is recognized that school properties and facilities are intended primarily for school purposes and for the benefit of students. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the recreational needs and opportunities of such students will be well provided for and adequately protected.

VI

It is further agreed that in the event any dispute or difference arises as a result of the recreation program conducted on sites jointly used and selected as above outlined or as to use of a school district facility, said dispute shall be settled and arbitrated by the Board of Trustees of District and the Recreation and Parks Commission of City, in accordance with such procedures as they may establish.

VII

It is further understood and agreed that the school district will install and maintain (when and where appropriate or feasible) all fences, play apparatus and facilities necessary for its school program and that on the sites agreed upon said equipment, apparatus and facilities may be used by City for community recreation purposes. It is further understood and agreed that the City Recreation and Parks Department will, with the approval of the
school superintendent, furnish and supply all portable facilities and equipment necessary for the community recreation program which are not included as a requirement for the school program and that in the event said facilities and equipment are so furnished and where available that they may be used by the school district for school purposes.

VIII

It is further agreed that the school district shall provide all the custodial services for auditoriums, gyms, and other indoor facilities of any school plant used by the City and District. The City shall provide all custodial services on parks, park buildings, swimming pools, and other facilities mutually used by the District and the City. The cost of providing custodial services shall be agreed upon prior to use.

IX

District shall provide all supervisory personnel whenever school-sponsored activities are being conducted on City property.

District shall save and hold City harmless from all claims or causes of action for injury to persons or damage to property resulting from its negligence or inadequate supervision of any school-sponsored activities conducted by it on City property.

City shall save and hold District harmless from any and all claims or causes of action for injury to persons or damage to property which may arise by reason of any dangerous or defective condition of City property, including permanently installed recreation and play equipment situated on City property. City
shall provide evidence, satisfactory to the District, that City has casualty and liability insurance coverage for any such claims or causes for action, and that such evidence shall name District as an Additional Insured.

District shall be responsible for any damage to City property which may result from any school-sponsored activities being conducted on City property.

City shall provide all supervisory personnel whenever community recreation activities are being conducted on District property.

City shall save and hold District harmless from all claims or causes of action for injury to persons or damage to property resulting from its negligence or inadequate supervision of any community recreation activities conducted by it on District property.

District shall save and hold City harmless from any and all claims or causes of action for injury to persons or damage to property which may arise by reason of any dangerous or defective condition of District property, including permanently installed recreation and plan equipment situated on District property. District shall provide evidence, satisfactory to the City, that District has casualty and liability insurance coverage for any such claims or causes for action, and that such evidence shall name City as an Additional Insured.

City shall be responsible for any damage to District property
which may result from any community recreation activities being conducted on District property.

X

This Agreement shall be effective on August 10, 1994, and shall remain in force for one year. The parties agree that this Agreement shall be deemed renewed from year-to-year unless one notifies the other in writing no later than thirty (30) days prior to the end of the yearly term of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

DATED: August 30, 1994

ATTEST: [Signature]
Deputy City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney

Funds/Accounts Verified
940022
Contract No.

[Signature]
Finance Office Date

MHSDRECFA
No funds necessary 8/10/94

CITY OF MERCED
A Municipal Corporation

BY: [Signature] City Manager

MERCED UNION HIGH SCHOOL DISTRICT

BY: [Signature] President of the Board of Trustees

BY: [Signature] Secretary/Superintendent

Address: P.O. Box 2147
Merced, CA 95344

Telephone No. 209-385-6412
EXHIBIT "A"

HIGH SCHOOL AGREEMENT

CITY

1. All City Parks, including play fields, ball fields, and tennis courts
2. All City buildings and facilities under the jurisdiction of the Recreation and Parks Department
3. Memorial Plunge
4. North Campus swimming pool (summer)
5. Ada Givens swimming pool
6. Stephen Leonard swimming pool
7. Storage rooms and restrooms as mutually agreed upon
8. All hard surface outside courts

MERCEDE HIGH SCHOOL, EAST CAMPUS EDUC. CENT. AND GOLDEN VALLEY HIGH SCHOOL

1. Gymnasiums
2. Ball fields
3. Soccer fields
4. Track and field area
5. Hard surface outside game courts
6. Swimming Pool - North Campus
7. Multi-purpose rooms
8. Classrooms -- general and specialized
9. Storage rooms and restrooms as mutually agreed upon
10. Theatre - Golden Valley (Fee based)

MHSDRECFAA
AGORD. CERTIFICATE OF INSURANCE

PRODUCER
Walter Mortensen Associates Insurance
4701 Stockdale Hwy.
Bakersfield, CA 93309

INSURED
SELF INSURED SCHOOLS OF CALIFORNIA,ET
P.O. Box 1847
1100 17th Street
Bakersfield
CA 93304-1847
MERCEDES HIGH SCHOOL DISTRICT

COMPANIES AFFORDING COVERAGE

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<tr>
<th>COMPANY LETTER</th>
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COVERAGES

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

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DESCRIPTION OF OPERATIONS/Locations/Vehicles/Special Items

WITHIN CITY OF MERCEDE FOR WHICH USE THE CITY OF MERCEDES, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED, BUT ONLY FOR MERCEDES HIGH SCHOOL DISTRICT'S OPERATIONS LIABILITY ARISING FROM THEIR PARTICIPATION IN THE ABOVE AGREEMENT.

CERTIFICATE HOLDER

CITY OF MERCEDE
678 W. 15TH STREET
MERCEDES, GA 95340
ATTN: SANDY HARTMAN

JOINT USE AGREEMENT FOR USE OF FACILITIES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
J.B. JETT, Chief Operating Officer

©ACORD CORPORATION 1990
AGORD. CERTIFICATE OF INSURANCE
FORM # 2295

PRODUCER
Walter Hortensen Associates Insurance
4900 Stockdale Hwy.
Bakersfield, CA 93305

INSURED
SCHOOL INSURED SCHOOLS OF CALIFORNIA, ET AL
P.O. Box 967
1600 6th Street
Bakersfield
CA 93301-0967
HERNDON UNION HIGH SCHOOL DISTRICT

COVERAGE
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

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GENERAL AGGREGATE: $ ...
PRODUCTS-COMP/POP AGG.: $ ...
PERSONAL & ADJ. INJURY: $ ...
EACH OCCURRENCE: $ ...
FIRE DAMAGE (Any one fire): $ ...
MED. EXPENSE (Any one person): $ ...
COMBINED SINGLE LIMIT: $ ...
BODILY INJURY (Per person): $ ...
BODILY INJURY (Per accident): $ ...
PROPERTY DAMAGE: $ ...
EACH OCCURRENCE: $ ...
AGGREGATE: $ ...
EACH ACCIDENT: $ ...
DISEASE-POLICY LIMIT: $ ...
DISEASE-EACH EMPLOYEE: $ ...

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
HERNDON CITY OR HERNDON FOR WHICH USE THE CITY OF HERNDON, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS, BUT ONLY FOR HERNDON HIGH SCHOOL DISTRICT'S OPERATIONS LIABILITY ARISING FROM THEIR PARTICIPATION IN THE ABOVE AGREEMENT.

CERTIFICATE HOLDER
CITY OF HERNDON
5700 10TH STREET
HERNDON, CA 93510
ATTN: JANET MARTIN

JOINT USE AGREEMENT FOR USE OF FACILITIES
HERNDON CITY OR HERNDON FOR WHICH USE THE CITY OF HERNDON, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS, BUT ONLY FOR HERNDON HIGH SCHOOL DISTRICT'S OPERATIONS LIABILITY ARISING FROM THEIR PARTICIPATION IN THE ABOVE AGREEMENT.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
J. BRINT, Chief Operating Officer

©ACORD CORPORATION 1990
### Certificate of Insurance

**Producer**
Walter Mortensen Associates Insurance
4701 Stockdale Hwy.
Bakersfield, CA 93309

**Insured**
SELF INSURED SCHOOLS OF CALIFORNIA, ET AL
P.O. Box 1847
1300 17th Street
Bakersfield
CA 93303-1847
MERCED UNION HIGH SCHOOL DISTRICT

**Companies Affording Coverage**

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<th>LETTER</th>
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<td>SISC-Self Insured Schools of Calif.</td>
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**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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**Description of Operations/Locations/Vehicles/Special Items**

**Joint Use Agreement**

For use of facilities within City of Merced for which use the City of Merced, its officers, employees and agents are named as additional insureds, but only for Merced High School District's operations liability arising from their participation in the above agreement.

**Certificate Holder**

CITY OF MERCE
678 W. 18TH STREET
MERCE, CA 95340
ATTN: SANDY HARTMAN

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ____ days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative
Steve Somsen, ARM, Chief Operating Officer
# Certificate of Insurance

**ACORD CERTIFICATE OF INSURANCE**  

**FORM # 2295**  

**ISSUE DATE (MM/DD/YY)**  

**01/29/98**

**PRODUCER**

Walter Mortensen Associates Insurance  
4701 Stockdale Hwy.  
Bakersfield, CA  93303

**INSURED**

SELF INSURED SCHOOLS OF CALIFORNIA, ET AL  
P.O. Box 1847  
1300 17th Street  
Bakersfield  
CA  93303-1847  
MERCEDE UNION HIGH SCHOOL DISTRICT

**COMPANIES AFFORDING COVERAGE**

- A  
  SISC-Self Insured Schools of Calif.

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td>GENERAL AGGREGATE</td>
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<td></td>
<td>PRODUCTS-COMP/OP AGG.</td>
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<td></td>
<td>PERSONAL &amp; ADV. INJURY</td>
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<td></td>
<td>EACH OCCURRENCE</td>
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<td>$</td>
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<td></td>
<td>FIRE DAMAGE (Any one fire)</td>
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<td>$</td>
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<td></td>
<td>MED. EXPENSE (Any one person)</td>
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<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<td>ALL OWNED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td>A</td>
<td>EXCESS LIABILITY</td>
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<td></td>
<td>UMBRELLA FORM</td>
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<td>OTHER THAN UMBRELLA FORM</td>
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<tr>
<td>A</td>
<td>WORKER'S COMPENSATION</td>
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<td></td>
<td>AND EMPLOYERS' LIABILITY</td>
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<td></td>
<td>STATUTORY LIMITS</td>
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<td></td>
<td>EACH ACCIDENT</td>
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<td></td>
<td>DISEASE-POLICY LIMIT</td>
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<td>DISEASE-EACH EMPLOYEE</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Within city of Merced for which use the city of Merced, its officers, employees and agents are named as additional insureds, but only for Merced High School District's operations liability arising from their participation in the above agreement.

**CERTIFICATE HOLDER**

CITY OF MERCEDE  
678 W. 18TH STREET  
MERCEDE, CA  95340  
ATTN: SANDY HARTMAN

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left. But failure to mail such notice shall impose no obligation on liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVE**

James B. Faux, Director, Insurance Services
# Certificate of Insurance

**Producer:** Barlocker Insurance Services  
P.O. Box 2009  
Merced CA 95340  
209-383-0220

**Insured:** City of Merced  
678 W. 18th Street  
Merced CA 95340

**Companies Affording Coverage:**

- **Company A:** Insurance Company of the West
- **Company B:** C/O S.J. Petrakis
- **Company C:**  
- **Company D:**

## Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>CG LTR</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YY)</th>
<th>Policy Expiration Date (MM/DD/YY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>CSR1208312-03</td>
<td>07/01/96</td>
<td>07/01/97</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X Commercial General Liability</td>
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<tr>
<td></td>
<td>X Claims Made</td>
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<td>X Occur</td>
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<td></td>
<td>Owners &amp; Contractor's Property</td>
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<td></td>
<td>X $500,000 Self-Insured</td>
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<td>X Retention</td>
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<td></td>
<td>Automobile Liability</td>
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<td>Garage Liability</td>
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<td>ANY AUTO</td>
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<tr>
<td></td>
<td>Excess Liability</td>
<td>ESR1208313-03</td>
<td>07/01/96</td>
<td>07/01/97</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X Other Than Umbrella Form</td>
<td></td>
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<tr>
<td></td>
<td>Workers Compensation and Employers' Liability</td>
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<tr>
<td></td>
<td>The Proprietor/Partner/Executive Officers Are:</td>
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<td>INCL</td>
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<td>EXCL</td>
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<td>Other</td>
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<tr>
<td></td>
<td>Umbrella Form</td>
<td></td>
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</tr>
</tbody>
</table>

## Description of Operations/Locations/Vehicles/Special Items

Certificate holder is named additional insured as respects the use of facilities. **Notice of Cancellation for non-payment shall remain 10 days**

## Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**Authorized Representative:**

ACORD 25-S (3/93) © ACORD CORPORATION 1993
### Certificate of Insurance

**Form #: 2295**

**Issue Date:** 12/14/95

#### Producer

Walter Mortensen Associates Insurance
4/01 Stockdale Hwy.
Bakersfield, CA 93309

#### Insured

**Self Insured Schools of Kern, et al**
P.O. Box 1847
1300 17th Street
Bakersfield
CA 93303-1847

**Merced Union High School District**

#### Companies Affording Coverage

- **A**  SISK-Self Insured Schools of Kern
- **B**  
- **C**  
- **D**  
- **E**  

#### Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>CO LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>SLP 1196 97</td>
<td>01/01/96</td>
<td>01/01/97</td>
<td>$100,000.00</td>
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<tr>
<td></td>
<td>Commercial General Liability</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td></td>
<td>Claims Made or Occur.</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td></td>
<td>Owner's &amp; Contractor's Prot.</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

#### Automobile Liability

- Any Auto
- All Owned Autos
- Scheduled Autos
- Hired Autos
- Non-Owned Autos
- Garage Liability

- Combined Single Limit
- Bodily Injury (Per person)
- Bodily Injury (Per accident)
- Property Damage

#### Excess Liability

- Umbrella Form
- Other Than Umbrella Form

- Each Occurrence
- Aggregate

#### Worker's Compensation and Employers' Liability

- Statutory Limits
- Each Accident
- Disease-Policy Limit
- Disease-Each Employee

#### Description of Operations/Locations/Vehicles/Special Items

**Joint Use Agreement for Use of Facilities**

Within City of Merced for which use the City of Merced is named as an additional insured but only for Merced High School District's operations liability arising from their participation in the above agreement.

#### Certificate Holder

**City of Merced**
678 W. 18th Street
Merced, CA 95340

Attn: Sandy Hartman

#### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left. Authorized Representative:

James B. Faux, Director, Insurance Services

©ACORD CORPORATION 1990
**CERTIFICATE OF INSURANCE**

**PRODUCER**

Walter Mortensen Associates Insurance
4701 Stockdale Hwy.
Bakersfield, CA  93309

**INSURED**

SELF INSURED SCHOOLS OF KERN, ET AL
P.O. Box 1847
1300 17th Street
Bakersfield
CA  93303-1847

**MERCED UNION HIGH SCHOOL DISTRICT**

**COVERS AND LIMITS**

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

<table>
<thead>
<tr>
<th>CO</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td>01/01/94</td>
<td>01/01/95</td>
<td>1000000</td>
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<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X</td>
<td>SLP 1194 95</td>
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<tr>
<td></td>
<td>CLAIMS MADE OCCUR OWNER'S &amp; CONTRACTOR'S PROT.</td>
<td></td>
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</tr>
</tbody>
</table>

**AUTOMOBILE LIABILITY**

- ANY AUTO
- ALL OWNED AUTOS
- SCHEDULED AUTOS
- HIRED AUTOS
- NON-OWNED AUTOS
- GARAGE LIABILITY

**EXCESS LIABILITY**

- UMBRELLA FORM
- OTHER THAN UMBRELLA FORM

**WORKER'S COMPENSATION**

AND

**EMPLOYERS' LIABILITY**

**OTHER**

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

JOINT USE AGREEMENT FOR USE OF FACILITIES

WITHIN CITY OF MERCED FOR WHICH USE THE CITY OF MERCED IS NAMED AS AN ADDITIONAL INSURED BUT ONLY FOR MERCED HIGH SCHOOL DISTRICT'S OPERATIONS LIABILITY ARISING FROM THEIR PARTICIPATION IN THE ABOVE AGREEMENT.

**CERTIFICATE HOLDER**

CITY OF MERCED
678 W. 18TH STREET
MERCED, CA  95340

ATTN: SANDY HARTMAN

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL IMMEDIATELY NOTIFY THE CERTIFICATE HOLDER TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT AT OR THROUGH THE ABOVE ADDRESS.

**AUTHORIZED REPRESENTATIVE**

James B. Faux, Director, Insurance Services

©ACORD CORPORATION 1990
CITY OF MERCED
"Gateway to Yosemite"

(209) 385-6867
December 15, 1997

Attn: Bill Tilley
Merced Union High School District
Post Office Box 2147
Merced, California 95344

Dear Mr. Tilley:

Our files indicate that the insurance, as required in the District's agreement with the City of Merced will expire on January 1, 1998. Please furnish a new certificate of insurance to the Merced City Clerk's Office by that date.

A copy of the current insurance certificate, showing the required wording in the cancellation clause, is enclosed for your reference.

Sincerely,

Carol Brigaman
Deputy City Clerk

c: City Attorney
   Recreation and Parks

letterins
(209) 385-6867
FAX (209) 384-5805
December 22, 1999

Attn: Bill Tilley
Merced Union High School District
Post Office Box 2147
Merced, California 95344

Dear Mr. Tilley:

Our records indicate that the casualty and liability insurance, as required in MUHSD's agreement with the City of Merced will expire on January 1, 2000. Please furnish a new certificate of insurance to the Merced City Clerk's Office as soon as possible.

A copy of the current insurance certificate showing the required wording in the cancellation clause is enclosed for your reference.

Sincerely,  
Carol Brigaman
Deputy City Clerk

C: City Attorney  
Recreation
AGORD. CERTIFICATE OF INSURANCE

PRODUCER

Walter Mortensen Associates Insurance
4701 Stockdale Hwy.
Bakersfield, CA 93309

INSURED

SCHOOL INSURED SCHOOLS OF CALIFORNIA, ET AL
P.O. Box 1847
1300 17th Street
Bakersfield
CA 93303-1847
MERCEI UNION HIGH SCHOOL DISTRICT

COMPANIES AFFORDING COVERAGE

A. SISC-Self Insured Schools of Calif.

COVERAGES

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

<table>
<thead>
<tr>
<th>CO</th>
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<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>SLP 7101 02</td>
<td>07/01/2001</td>
<td>07/01/2002</td>
<td>GENERAL AGGREGATE $</td>
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<td>X COMMERCIAL GENERAL LIABILITY</td>
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<td>PRODUCTS-COMPO/AGG. $</td>
</tr>
<tr>
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<td>X CLAIMS MADE X OCCUR.</td>
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<td>PERSONAL &amp; ADV. INJURY $</td>
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<td>OWNER'S &amp; CONTRACTOR'S PROT.</td>
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<td>EACH OCCURRENCE $</td>
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<td>A</td>
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<td>1000000.</td>
<td>MED EXPENSE (Any one person) $</td>
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<td>COMBINED SINGLE LIMIT $</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>PROPERTY DAMAGE $</td>
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<td>EACH OCCURRENCE $</td>
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<td>AGGREGATE $</td>
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<td>STATUTORY LIMITS $</td>
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<td>EACH ACCIDENT $</td>
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<td>DISEASE-POLICY LIMIT $</td>
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<td>DISEASE-EACH EMPLOYEE $</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
WITHIN CITY OF MERCEI FOR WHICH USE THE CITY OF MERCEI, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED, BUT ONLY FOR MERCEI HIGH SCHOOL DISTRICT'S OPERATIONS LIABILITY ARISING FROM THEIR PARTICIPATION IN THE ABOVE AGREEMENT.

CERTIFICATE HOLDER

CITY OF MERCEI
ATTN: SANDY HARTMAN
678 W. 18TH STREET
MERCEI, CA 95340

JOINT USE AGREEMENT FOR USE OF FACILITIES

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J.B. JETT, Chief Administrative Officer

©ACORD CORPORATION 1990
LEGISLATIVE HISTORY NARRATIVE

PURPOSE
 CONTRACT-MUTUAL USE OF FACILITIES, AUTOMATIC ANNUAL RENEWAL UNLESS 45 DAYS WRITTEN NOTICE TO CANCEL, EXCHANGE INS CERT EVERY 7/1

NAME
 MERCED COMMUNITY COLLEGE DISTRICT

LOCATION
 MERCED, CA 95340

INDEX
 Num 3600 Street M

SUBJECT:
 (1) C 8

RESP DEPT:
 (1) 1201

OTHER:
 Res Ord Deed APN
 Contract 1201 2002 708 AMT
 GENERAL

OLD LEGIS. NO

DATES
 Tick 6/10/2003

CMD KEY 1--END OF JOB
 CMD KEY 4--RETURN ROLL SCREEN
 CMD KEY 2--CRITERIA SCREEN
 CMD KEY 7--NARRATIVE
**CERTIFICATE OF INSURANCE**

**Companies Affording Coverage**
- **A** - SISCS: Self-Insured Schools of Calif.
- **B**
- **C**
- **D**
- **E**

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>Policy Expiration Date (MM/DD/YY)</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
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<tr>
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<td>CLAIMS MADE X OCCUR.</td>
<td>PERSONAL &amp; ADV. INJURY</td>
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<td>MED. EXPENSE (Any one person)</td>
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<td>BODILY INJURY (Per person)</td>
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<tr>
<td>ALL OWNED AUTOS</td>
<td>BODILY INJURY (Per accident)</td>
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<tr>
<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<td>WORKER'S COMPENSATION</td>
<td>STATUTORY LIMITS</td>
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<td>AND</td>
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<td>$</td>
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<td>EMPLOYERS' LIABILITY</td>
<td>DISEASE—POLICY LIMIT</td>
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<td>OTHER</td>
<td>DISEASE—EACH EMPLOYEE</td>
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</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles/Special Items**

**Joint Use Agreement for Use of Facilities**

Within city of Merced for which use the city of Merced, its officers, employees and agents are named as additional insureds, but only for Merced High School District's operations liability arising from their participation in the above agreement.

**Certificate Holder**

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left. But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**Authorized Representative**

J.B. UTT, Chief Administrative Officer

©ACORD CORPORATION 1990
## Certificate of Liability Insurance

**Date:** 07/02/02

**Insured:**
- **City of Merced**
  - Attn: Dorothy Penner
  - 678 W 18th St
  - Merced, CA 95340-4708

**Companies Affording Coverage:**
- **A** Genesis Insurance Company
  - **B**
  - **C**
  - **D**

### Coverages

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

<table>
<thead>
<tr>
<th>CO LI TR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIMITS</th>
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<tr>
<td></td>
<td>General Liability</td>
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<td></td>
<td>Commercial General Liability Claims Made</td>
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<td>Commercial General Liability Occur</td>
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<td></td>
<td>Owner's &amp; Contractor's Property</td>
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<tr>
<td></td>
<td>Automobile Liability</td>
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<td></td>
<td>Any Auto</td>
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<tr>
<td></td>
<td>All Owned Autos</td>
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<td>Hired Autos</td>
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<td>Non-Owned Autos</td>
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<td>Garage Liability</td>
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<td>Any Auto</td>
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<td>Excess Liability</td>
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<td>Umbrella Form</td>
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<td></td>
<td>Other Than Umbrella Form</td>
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<tr>
<td></td>
<td>Workers Compensation and Employers' Liability</td>
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<tr>
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<td>The Proprietor/Partner/Executive Officers Are:</td>
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<td>Incl</td>
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<tr>
<th>Limits</th>
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<tbody>
<tr>
<td>General Aggregate</td>
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<tr>
<td>Products - Comp/Op Agg</td>
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<tr>
<td>Personal &amp; Adv Injury</td>
<td>$</td>
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<tr>
<td>Each Occurrence</td>
<td>$</td>
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<tr>
<td>Fire Damage (Any one fire)</td>
<td>$</td>
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<tr>
<td>Medical Expense (Any one person)</td>
<td>$</td>
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<tr>
<td>Combined Single Limit</td>
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<tr>
<td>Bodily Injury (Per person)</td>
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<tr>
<td>Bodily Injury (Per accident)</td>
<td>$</td>
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<tr>
<td>Property Damage</td>
<td>$</td>
<td></td>
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<tr>
<td>Auto Only - EA Accident</td>
<td>$</td>
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<tr>
<td>Other Than Auto Only:</td>
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<tr>
<td>Each Accident</td>
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<td>Aggregate</td>
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<td>Each Occurrence</td>
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<td>EL Each Accident</td>
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<td>EL Disease-Policy Limit</td>
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<tr>
<td>EL Disease-EA Employee</td>
<td>$</td>
<td></td>
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</tr>
</tbody>
</table>

**Description of Operations/Location/Vehicles/Special Items:**

10 day notice of non-payment of premium applies.

As respects the supervised use of facilities, per the joint use of facilities agreement with the Merced Union High School District, its officers, employees and agents are included as additional insureds.

**Certificate Holder:**
- **Merced Union High School Dist**
  - PO Box 2147
  - Merced, CA 95344-0147

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**Authorized Representative:**

[Signature]

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**ACORD 25-S (1/95)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

MERCED UNION HIGH SCHOOL DISTRICT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.
**Certificate of Insurance**

**Producer**
Walter Mortensen Associates Insurance
4701 Stockdale Hwy.
Bakersfield, CA 93309

**Insured**
SELF INSURED SCHOOLS OF CALIFORNIA, ET AL
P.O. Box 1847
1300 17th Street
Bakersfield
CA 93303-1847

**Merced Union High School District**

**Companies Affording Coverage**
- SISC-Self Insured Schools of Calif.

**Coverages**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>CO</th>
<th>LTR</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
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<td>A</td>
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**Automobile Liability**
- Any Auto
- All Owned Autos
- Scheduled Autos
- Hired Autos
- Non-Owned Autos
- Garage Liability

**Excess Liability**
- Umbrella Form
- Other than Umbrella Form

**Workers' Compensation**

**Employers' Liability**

**Other**

**Description of Operations/Locations/Vehicles/Special Items**

Joint Use Agreement for Use of Facilities
Within City of Merced for which use the City of Merced, its officers, employees and agents are named as additional insureds, but only for Merced High School District's operations liability arising from their participation in the above agreement.

**Certificate Holder**
CITY OF MERCED
ATTN: Sandy Hartman
678 W. 18th Street
Merced, CA 95340

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**Authorized Representative**
J.B. Jett, Chief Administrative Officer

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