

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
FIRST ALARM**

**THIS AMENDMENT NO. 1** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and First Alarm (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into the Standard Agreement with County on April 3, 2020 (hereinafter, "Agreement") to provide remote fire alarm monitoring, radio and antenna installation and scheduled inspection services (hereinafter, "services") for the fire alarm system installed at the New Juvenile Hall Buildings (hereinafter, "Project") through March 31, 2023 for an amount not to exceed \$43,748.00; and

**WHEREAS**, CONTRACTOR's Schedule of Rates require replacement effective April 1, 2020; and

**WHEREAS**, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to replace the Schedule of Rates and to increase the amount by \$5,061.87 for a total not to exceed \$48,809.87 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1, Scope of Services/Payment Provisions, effective April 1, 2020.
2. Amend the first sentence of Section 1.0, "General Description", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement.

3. Amend Section 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$48,809.87.

4. Amend Section 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A – Scope of Services/Payment Provisions" and to add "Exhibit A-1 – Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: Michael R. Derr  
367942E6F649429  
Contracts/Purchasing Officer

First Alarm  
Contractor's Business Name

Date: 8/12/2020

By: Gary Kallman  
0700190442240  
(Signature of Chair, President or Vice President)

Its: Gary Kallman President  
(Print Name and Title)

**Approved as to Form**  
**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

Date: 7/9/2020

By: Mary Grace Perry  
C83342707AC641A...  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

By: Michael Mutti  
7FC8B744DE8441C...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Michael Mutti Controller/CFO  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: Gary Giboney  
D3834BFECTD8449...  
Auditor/Controller

Date: 7/9/2020

Date: 8/12/2020

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Management**  
**Leslie J. Girard, County Counsel-Risk Manager**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

## EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
First Alarm, hereinafter referred to as "CONTRACTOR"

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

CONTRACTOR shall provide 24/7 remote fire alarm monitoring, radio and antenna installation and scheduled inspection services for the fire alarm system (FA System) installed at the New Juvenile Hall Buildings located at 1420 Natividad Road in Salinas, California per fire plans which include inspections per the National Fire Protection Association (NFPA) #72 requirements and daily communication signal tests of the buildings' FA System at CONTRACTOR's monitoring facility.

#### **A.1.1 Installation and Monitoring**

CONTRACTOR shall coordinate with Red Hawk Fire & Security (Red Hawk) (alarm sub-contractor to County's Construction Contractor, Zovich Construction, Inc.) to schedule monitoring of the FA System installed by Red Hawk.

CONTRACTOR shall program the FA System to identify each individual device by type and location.

CONTRACTOR shall provide and install a CONTRACTOR owned AES radio and antenna.

CONTRACTOR understands that Red Hawk shall connect the AES radio and antenna to the FA System.

FA System components to be monitored by CONTRACTOR include:

1. One (1) Customer Owned Fire Alarm System
2. Seven (7) Existing Fire Alarm Control Panels
3. Two Hundred Eighty-Six (286) Existing Smoke Detectors
4. Nineteen (19) Existing Pull Stations
5. One Hundred Eleven (111) Existing Strobe Lights
6. Sixty-One (61) Existing Horn Strobes
7. One (1) Existing Outside Screw & Yoke (OS&Y) Valve
8. Seven (7) Existing Point Indicator Valves (PIV)
9. Seven (7) Existing Power Supplies
10. Seventy-Eight (78) Existing Relays
11. Seven (7) Existing Remote Annunciators

## EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

12. One (1) AES Radio and Antenna, (including installation)
  - a. One (1) Transceiver, 8Zn (Zinc) with IntelliPro, Annunciator, Supervisor Module to be installed by CONTRACTOR
  - b. One (1) Enclosure, Fire Alarm Document Box Red with Lock
  - c. One (1) Battery, 12 Volt 12 Amp
  - d. One (1) Ground Clamp
  - e. One (1) Tamper Switch
  - f. One (1) Transformer

CONTRACTOR retains ownership of the AES radio and antenna cellular/radio communicator, and this equipment shall be removed if service is terminated.

CONTRACTOR shall connect the FA System to CONTRACTOR's monitoring facility. When alarm signals are received, CONTRACTOR shall attempt to contact the premises, and one (1) individual on the County emergency call list. If no contact is made or County indicates that an emergency exists, CONTRACTOR shall notify the City of Salinas Police Department. CONTRACTOR shall continue to attempt contact with County.

CONTRACTOR may choose not to notify County emergency personnel if there is reason to believe that an emergency condition does not exist.

### **A.1.2 Inspection**

CONTRACTOR shall perform an initial full system inspection on the FA System described in A.1.1 above.

CONTRACTOR shall perform quarterly inspections on the FA System. Twenty-five percent (25%) of the FA System shall be inspected during each scheduled quarterly inspection to ensure that one hundred percent (100%) of the FA System is inspected by the CONTRACTOR each year.

### **A.1.3 Replacement/Repairs**

Upon quarterly inspection, CONTRACTOR shall notify County of any devices that need to be replaced or repaired.

Note: CONTRACTOR shall only provide monitoring services under this Agreement. CONTRACTOR is unable to provide Gold Shield Protection, which includes device replacement and repair since the FA System was installed by a different installation company and is not a system that CONTRACTOR is certified to install or service.

**EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS****B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay CONTRACTOR in accordance with the rates identified in Table B.1 – Schedule of Rates below, for a total amount not to exceed **\$48,809.87** for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b>Table B.1 – Schedule of Rates Effective April 1, 2020</b>			
<b>A.1.1 Installation and Monitoring</b>	<b>Monthly Charge</b>	<b># of Months</b>	<b>Total</b>
Radio and Antenna Installation	N/A	N/A	\$5,431.87
Remote Monitoring Fire Alarm Via AES Radio	\$85.50	36	\$3,078.00
<b>A.1.2 Inspection</b>			
Initial Full Fire Alarm System Inspection	N/A	N/A	\$600.00
Quarterly Inspections Invoiced Monthly (25% of system inspected each Quarter)	\$1,075.00	36	\$38,700.00
<b>A.1.3 Replacement/Repairs</b>			
Additional Services	N/A	N/A	\$1,000.00
<b>Total:</b>			<b>\$48,809.87</b>

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

**B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of services.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference the service location, Multi-Year Agreement (MYA) number (MYA 3000\*4988) and associated Delivery Order (DO) number for the service location. An original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

**EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2020

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.

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.

Table with PRODUCE (InterWest Insurance Serv., LLC), INSURED (First Alarm), and CONTACT NAME (Lori Wagner) information.

COVERAGES CERTIFICATE NUMBER: 898639107 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: New Juvenile Hall Project at 1420 Natividad Road in Salinas RMA - Public Works - Architectural Services

Table with CERTIFICATE HOLDER (County of Monterey) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)



POLICY NUMBER: PHPK2005534

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Additional Insured As Required by Contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: PHPK2005534

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket Additional Insured As Required by Contract	Any/ All Alarm Services/ Various Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: PHPK2005534

PI-MANU-1 (01/00)

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

**PRIMARY/NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name and Address of Person or Organization:

Any Person or Organization as Required by Written Contract.

It is understood and agreed that coverage for the person or organization shown in the above schedule is primary and non-contributory as respects liability created by the errors, acts or omissions of the named insured herein and subject to the terms and conditions in the Additional Insured Endorsement attached hereto.

All other terms, conditions, limitations, and exclusions of this policy are unchanged and applicable.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: PHPK2005534

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Additional Insured As Required by Contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: PHPK2005534

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket Additional Insured As Required by Contract	Any/ All Alarm Services/ Various Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: PHPK2005534

PI-MANU-1 (01/00)

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

**PRIMARY/NON-CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name and Address of Person or Organization:

Any Person or Organization as Required by Written Contract.

It is understood and agreed that coverage for the person or organization shown in the above schedule is primary and non-contributory as respects liability created by the errors, acts or omissions of the named insured herein and subject to the terms and conditions in the Additional Insured Endorsement attached hereto.

All other terms, conditions, limitations, and exclusions of this policy are unchanged and applicable.

All other terms and conditions of this Policy remain unchanged.



POLICY NUMBER: PHPK2005534

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

**BLANKET WHERE REQUIRED BY WRITTEN CONTRACT.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: PHPK2005534

COMMERCIAL AUTO  
CA 20 48 02 99

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

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	07/01/2019
Named Insured:	First Alarm

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> Blanket where required by written contract
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Limited only to the operations of the insured, such insurance afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

POLICY NUMBER: PHPK2005534

PHILADELPHIA INDEMNITY INS. CO.  
PI-MANU-1 (01/00)

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

**BLANKET WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS,

5. is replaced by the following:

Transfer of rights of recovery against others to us

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an insured contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06  
(Ed. 04-84)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be **INCL** % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

**ANY PERSON OR ORGANIZATION WHERE  
WAIVER OF OUR RIGHT TO RECOVER IS  
PERMITTED BY LAW AND IS REQUIRED  
BY WRITTEN CONTRACT PROVIDED SUCH  
CONTRACT WAS EXECUTED PRIOR TO  
DATE OF LOSS**

**ALL JOBS UNDER CONTRACT**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **04-01-20**

Policy No. **ZAWCI9415703**

Endorsement No.

Insured **FIRST ALARM**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By \_\_\_\_\_

POLICY NUMBER: **PHPK2005534**

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 05 09**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

### **SCHEDULE**

**Name Of Person Or Organization:**

**County of Monterey, its agents, officers and employees**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: *PHPK2005534*

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
County of Monterey, its agents, officers and employees	1441 Schilling Place S 2nd Fl Salinas, CA 93901-4832
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: PHPK2005534

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket Additional Insured As Required by Contract	Any/All Security/Alarm Services Various Locations
County of Monterey, its agents, officers and employees	1441 Schilling Place Salinas, CA 93901-4832
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Pol#: PHPK2005534

PI-MANU-1 (01/00)

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

**CA 2048 Additional Insured- Designated Insured**

The following is added per form CA2048 Additional Insured- Designated Insured with respects to contracted alarm work:

County of Monterey, its agents, officers and employees  
Resource Management Agency  
1441 Schilling Place, S 2nd Fl  
Salinas, CA 93901-4832

All other terms and conditions of this Policy remain unchanged.