

Attachment B



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to:

Agreement No.: A-14378 ; Amendment No.: 1

Approve and authorize the Monterey County Laguna Seca Representative to:

- a. Execute Amendment No. 1 to Standard Agreement No. A-14378 with Star Sanitation, LLC to continue to provide sanitation units and service for fixed restroom structures for WeatherTech® Raceway at Laguna Seca, Request for Proposals #10704, to update the provisions and increase the not-to-exceed Agreement amount by \$350,000, for a total amount not to exceed of \$1,100,000, with no change to the term of July 1, 2019 through June 30, 2024; and
- b. Execute future amendments to Standard Agreement No. A-14378 where the total amendments do not exceed ten percent (10%), or \$110,000, of the total agreement amount and do not significantly alter the scope of work, subject to County Counsel approval.

PASSED AND ADOPTED on this 25th day of October 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Root Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 25, 2022.

Dated: November 1, 2022

File ID: A 22-540

Agenda Item No.: 41

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
STAR SANITATION, LLC**

THIS AMENDMENT NO. 1 to Standard Agreement No. A-14378 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Star Sanitation, LLC (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 Standard Agreement No. A-14378 with County on June 26, 2019 (hereinafter, "Agreement") to provide sanitation units and service for fixed restroom structures at WeatherTech® Raceway at Laguna Seca in the County of Monterey (hereinafter, "services") through June 30, 2024 for an amount not to exceed \$750,000; and

WHEREAS, the County has a continued need for services; and

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

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and to increase the amount by \$350,000 for a total amount not to exceed \$1,100,000 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. Amend Section 3.0, "Scope of Services and Additional Provisions", to add "Exhibit D – Addendum to County of Monterey Standard Agreement".
2. Amend Paragraph 4.02 of Section 4.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$1,100,000.

3. Amend the first two (2) sentences of Paragraph 6.02 of Section 6.0, "Invoices", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, Payment Provisions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200*4538), services/Project name and associated Delivery Order number, and an original hardcopy shall be sent to the Laguna Seca Recreation Area Manager (Manager) not later than thirty (30) days after the completion of

services; Manager shall approve invoice upon receipt and transmit to County for payment to CONTRACTOR.

4. Amend Section 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

5. Amend County contact information of Section 14.0, "Notices", to read as follows:

Monterey County Laguna Seca Representative
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

6. Amend Agreement to revise Section 16.0, "Signature Page", to Section 18.0, "Signature Page".

7. Amend Agreement to add Section 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

8. Amend Agreement to add Section 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. 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: DocuSigned by: Ryan Bell
Monterey County Laguna Seca Representative

Star Sanitation, LLC
Contractor's Business Name

Date: 10/27/2022 | 4:47 PM PDT

By: Bartley Walker
(Signature of Manager)

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

Its: Bartley Walker, Manager
(Print Name and Title)

By: DocuSigned by: Michael Whilden
Michael Whilden
Deputy County Counsel

Date: 9/21/2022

Date: 9/22/2022 | 1:17 PM PDT

By: Carrie Boer
(Signature of Manager)

Approved as to Fiscal Provisions

Its: Carrie Boer, Manager
(Print Name and Title)

By: DocuSigned by: Jennifer Forsyth
Auditor/Controller

Date: 9/21/2022

Date: 9/22/2022 | 3:04 PM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

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 D
Addendum to County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated March 28, 2019 (the "Agreement"), by and between the County of Monterey ("County") and Star Sanitation, LLC ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-

EXHIBIT D
Addendum to County of Monterey Standard Agreement

insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager.”

6. Section 14 NOTICES is hereby amended by adding LSRA Manager’s information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2022

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

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

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: PHONE (A/C. No. Ext): 650-573-1111		FAX (A/C. No): 650-378-4361	
	E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURED Star Sanitation, LLC 820 Park Row 686 Salinas, CA 93901	PACIF-4		INSURER A : Nationwide Agribusiness Ins Co	28223
			INSURER B : Great American Ins. Company	16691
			INSURER C : Berkshire Hathaway Homestate	20044
			INSURER D : Travelers Property Casualty	36161
			INSURER E : Crestbrook Insurance Company	18961
			INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1169960013

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CPP117751A	2/27/2022	2/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Car PD	Y		CPP117751A	2/27/2022	2/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU245065403 EX2T50468922NF	2/27/2022 2/27/2022	2/27/2023 2/27/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 2nd Layer \$ \$5M xs \$5M
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PAWC332855	2/27/2022	2/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			IMC117751A	2/27/2022	2/27/2023	Blanket Equipment Rented/Leased Equip Deductible 4,065,079 150,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Service for Laguna Seca Recreation Area / Weathertech Laguna Seca Raceway

The County of Monterey, its officers, agents and employees are included as additional insured on a primary and non-contributory basis with regard to General Liability as per the attached endorsements

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Public Works, Facilities & Parks 1441 Schilling Place, 2nd Floor South Salinas CA 93908	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The **BUSINESS AUTO COVERAGE FORM** is amended to include the following additions and extensions of coverage:

- A. NEWLY ACQUIRED OR FORMED ENTITIES**
- B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE**
- C. BLANKET ADDITIONAL INSURED – REQUIRED BY CONTRACT**
- D. EMPLOYEES AS INSUREDS – NONOWNED AUTOS**
- E. EMPLOYEE HIRED AUTOS**
- F. SUPPLEMENTARY PAYMENTS – BAIL BONDS**
- G. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**
- H. FELLOW EMPLOYEE COVERAGE**
- I. PROPERTY OF OTHERS**
- J. PERSONAL EFFECTS COVERAGE**
- K. AUTO MEDICAL PAYMENTS COVERAGE – INCREASED LIMITS**
- L. EXPANDED TOWING COVERAGE**
- M. AUTO LOAN OR LEASE COVERAGE**
- N. RENTAL REIMBURSEMENT COVERAGE**
- O. EXPANDED TRANSPORTATION EXPENSE**
- P. EXPENSE YOU INCUR TO RECOVER A STOLEN AUTO**
- Q. ACCIDENTAL AIRBAG DISCHARGE COVERAGE**
- R. PHYSICAL DAMAGE – TWO OR MORE DEDUCTIBLES**
- S. BLANKET WAIVER OF SUBROGATION**
- T. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**
- U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the policy period, whichever comes first.

B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I – COVERED AUTOS**:

If Physical Damage Coverage is provided on a covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss”, or destruction, then you have coverage for any “auto” you do not own, while used with the permission of its owner as a temporary substitute for the covered out of service “auto”.

The deductible for the temporary substitute “auto” will be the same as the applicable deductible for the covered “auto” it replaces.

C. BLANKET ADDITIONAL INSURED – REQUIRED BY CONTRACT

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

The following is added to Paragraph **A.1. Who Is An Insured** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person(s) or organization(s) is an additional “insured” with whom you have agreed in a valid written contract or agreement, executed prior to any “accident” or “loss”, that such person(s) or organization(s) be added as an additional “insured” on your policy.

Such persons or organizations are additional “insureds”, but only with respect to liability for “bodily injury” or “property damage” caused by an “accident” that is, in whole or in part, caused by your acts or omissions or the acts or omissions of those acting on your behalf and resulting from the ownership, maintenance or use of a covered “auto”.

D. EMPLOYEES AS INSURED – NONOWNED AUTOS

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don't own, hire or borrow in your business or your personal affairs.

E. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO COVERAGE FORM** is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- a. Any covered “auto” you lease, hire, rent or borrow; and
- b. Any covered “auto” hired or rented by your “employee” under a contract in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. SUPPLEMENTARY PAYMENTS – BAIL BONDS

The following replaces Paragraph **A.2.a. (2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

G. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

The following replaces Paragraph **A.2.a. (4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion contained under the **COVERED AUTOS LIABILITY COVERAGE** does not apply.

I. PROPERTY OF OTHERS

The **Care, Custody Or Control** Exclusion in **SECTION II – COVERED AUTOS LIABILITY COVERAGE** does not apply to “property damage” to property, other than your property, up to an amount not exceeding \$3,000 in any one “accident”.

This coverage applies as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.

J. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$1,000 for the “loss” to personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”.

This coverage applies as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.

K. AUTO MEDICAL PAYMENTS COVERAGE – INCREASED LIMITS

In the event of a covered “loss” where Auto Medical Payments Coverage applies, we will double the Limit Of Insurance for Medical Payments shown in the Declarations for each “insured” who was wearing a seat belt at the time of the “accident”. This limit is the most we will pay for all covered medical expenses regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”.

L. EXPANDED TOWING COVERAGE

The following replaces Paragraph **A.2.** of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to:

- 1. \$100 for a covered “auto” you own of the private passenger type; or
- 2. \$500 for a covered “auto” you own that is not of the private passenger type;

for towing and labor costs incurred each time the covered “auto” is disabled. However, the labor must be performed at the place of disablement.

M. AUTO LOAN OR LEASE COVERAGE

Physical Damage Coverage is amended by the addition of the following:

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan, including up to a maximum of \$500 for early termination fees or penalties, for a covered "auto", less:
 - a. The amount paid under the policy's Physical Damage Coverage; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes Of Loss, or Collision Coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.
4. This endorsement does not apply to any covered "auto" for which broader coverage is provided by any other endorsement form on this policy.

N. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Expanded Transportation Expense Coverage Extension in this form.
7. This endorsement does not apply to any covered "auto" for which broader coverage is provided by any other endorsement form on this policy.

O. EXPANDED TRANSPORTATION EXPENSE

Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE** is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

P. EXPENSE YOU INCUR TO RECOVER A STOLEN AUTO

The following is added to Paragraph **A.4.** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$5,000 for the expense of recovering a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

Q. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

The following is added to Paragraph **B.3.a.** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Mechanical breakdown does not include the accidental discharge of an airbag.

R. PHYSICAL DAMAGE – TWO OR MORE DEDUCTIBLES

The following is added to Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

When two or more covered "autos" sustain "loss" in the same collision, the "loss" will be reduced by the largest single deductible that applies.

For purposes of this coverage, an "auto" and its attached "trailer" are two separate "autos".

S. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply, but only when the Named Insured agrees that subrogation is waived prior to the "accident" or the "loss" under the terms of a written contract entered into between the Named Insured and an entity that is part of that contract.

T. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following replaces Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of “accident”, claim, “suit”, or “loss”, your insurance manager or any other person you designate as responsible for insurance-related matters must notify us promptly of an “accident” or a “loss”, regardless of the amount, which may result in a claim. Include:
 - (1) How, when and where the “accident” or “loss” occurred;
 - (2) The “insured’s” name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Paragraph **A.2.b.(2) Duties In The Event Of Accident, Claim, Suit Or Loss** of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

- b. Additionally, you and any other involved “insured” must:
 - (2) Notify us and send us copies of any request, demand, order, notice, summons or legal papers received concerning the claim or “suit” as soon as practicable.

For the purposes of this coverage provided, you are presumed to have knowledge of the “accident” or “loss” when it has been reported to the insurance manager or any other person you designate as responsible for insurance-related matters.

U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV – BUSINESS AUTO CONDITIONS**:

Unintentional Failure To Disclose Hazards

Failure by you to disclose to us all hazards existing as of the inception date of this policy shall not prejudice us with respect to the coverage afforded by this policy, provided such error or omission is not intentional.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY COVERAGE FOR DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

COUNTY OF MONTEREY, MONTEREY COUNTY PARKS DEPT.

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

It is agreed and understood that **Section IV. 4. Other Insurance** is amended to provide coverage that is primary over any other collectible insurance for the person or organization listed in the Schedule above, for any "occurrence" to which this insurance applies. It is further agreed and understood that any other collectible insurance available to the person or organization listed in the Schedule shall not contribute to any "occurrence" to which this insurance applies until after our limits shown in the Declarations are exhausted. However, the coverage provided by this endorsement does not apply to liability arising out of the sole negligence of the person or organization listed in the Schedule.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

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) (Vendor)	Your Products
THE COUNTY OF MONTEREY ITS OFFICERS AGENTS EMPLOYEES	FARM AND INDUSTRIAL MACHINERY; PORTABLE TOILETS

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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

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

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

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED 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):

COUNTY OF MONTEREY AND THE MONTEREY CITY PARKS ATTN: RICHARD HIGGINS

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

B. 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.