

Monterey County

1st Floor Salinas, CA 93901

831.755.5066

168 West Alisal Street.

Board Order

Agreement No.'s: A-12818 & A-12819

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

a. Approved Amendment No. 3 to Professional Services Agreement MYA#3000*270 with Bender Rosenthal, Inc. (A-12818) to continue to provide on-call real estate services (RFQ #10249), in the amount of \$100,000 for a total amount not to exceed \$200,000, and extend the term to January 31, 2016, with the option to extend the Agreement for one (1) additional one (1) year period, in accordance with the terms and conditions of the Agreement;

b. Approved Amendment No. 2 to Professional Services Agreement MYA#3000*269 with Universal Field Services, Inc. (A-12819) to continue to provide on-call real estate services (RFQ #10249), in the amount of \$100,000 for a total amount not to exceed \$200,000, and extend the term to January 31, 2016, with the option to extend the Agreement for one (1) additional one (1) year period, in accordance with the terms and conditions of the Agreement; and

c. Authorized the Contracts/Purchasing Officer to execute the Amendments to the Professional Services Agreements and future amendments to these Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

PASSED AND ADOPTED on this 2nd day of December 2014, by the following vote, to wit:

AYES:

Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 77 for the meeting on December 2, 2014.

Dated: December 2, 2014 File Number: A 14-259

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND UNIVERSAL FIELD SERVICES, INC.

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Universal Field Services, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 1, 2012 for on-call real estate services (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on September 10, 2013 (hereinafter, "Amendment No. 1"); and

WHEREAS, the County has a continued need for on-call real estate services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to January 31, 2016 and increase the amount by \$100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$200,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from <u>January 31, 2012</u> to <u>January 31, 2016</u>, unless sooner terminated pursuant to the terms of this Agreement.

- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Page 1 of 2

Amendment No. 2 to Professional Services Agreement
Universal Field Services, Inc.
On-Call Real Estate Services (RFQ #10249)
RMA – Public Works
Term: January 31, 2012 – January 31, 2016
Not to Exceed: \$200,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY	CONTRACTOR*
By: Debra Bayard, MS	
Contracting of the Contracting o	Universal Field Services, Inc. Contractor's Business Name
Date:	By: (Signature of Chair, President or Vice President)
	Its: Steet School President (Print Name and Title)
	Date: 9.25-14
Approved as to Form and Legality Office of the County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
By: Cynthia X. Oloom Deputy County Counsel	Its: Veda Hester, CFO (Print Name and Title)
Date: $10-1-14$	Date: 9-25-14
Approved as to Fiscal Provisions By: Auditor/Controller	
Date:	
Approved as to Indemnity and Insurance Provisions	
By: Risk Management	
Date:	

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.



CERTIFICATE OF LIABILITY INSURANCE

UNIVE-1

OP ID: CY

DATE (MM/DD/YYYY) 10/10/2014

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Ileu of such endorsement(s).

certifica	te noider in lieu of such endorsement(s						
PRODUCER THE ARROW GROUP 2720 N. Hemlock Ct Ste A Broken Arrow, OK 74012-1111 Terry D. Cupp, CIC		Phone: 918-258-6681	CONTACT NAME:				
		Eart 040 054 7000	PHONE (A/C, No, Ext):				
		er.	- (A/C, No, Ext): (A/C, No): E-HAIL ADDRESS:				
	-PF1		INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: Travelers Property Casualty		25674		
INSURED	Universal Field Services, Inc. Universal Real Estate, LLC	120	INSURER B : Endurance American Specialty	41718			
	Box 35666		INSURER C:				
	Tulsa, OK 74153		INSURER D:				
			INSURER E:				
			INSURER F:				
COVERA	GES CERTIFICATI	ENUMBER:	REV	VISION NUMBER:			
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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, SRI LADDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY 1,000,000 EACH OCCURRENCE P-630-6A369504 DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY X 09/30/2014 09/30/2016 100,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) PERSONAL & ADV INJURY 1,000,000 3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 PRODUCTS - COMPIOP AGG POLICY X PRO: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 P-810-6A369504 X ANY AUTO X 09/30/2014 09/30/2015 BODILY INJURY (Per person) ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ s X UMBRELLA LIAB OCCUR EACH OCCURRENCE 5,000,000 S EXCESS LIAB PSM-CUP-6A369504 CLAIMS-MADE 09/30/2014 09/30/2015 AGGREGATE 5,000,000 \$ DED X RETENTIONS WORKERS COMPENSATION WCSTATU-TORY LIMITS AND EMPLOYERS' LIABILITY AND EMPLOYER' LIABILITY
ANY PROPRIETOR/PARTINER/EXECUTIVE
OFFICER/JAEMBER EXCLUDED?
(Mandatory in NH)
If yas, describe under
DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT Professional DPL10004211401 09/30/2014 | 09/30/2015 | EachClaim 5,000,000 Aggregate 5,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

In respects to Auto and General Liability, the County of Monterey, its agents, officers and employees are named as Additional Insureds. 30 Day Notice of Cancellation applies. Coverage is primary and non-contributory.

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CANCELLATION

County of Monterey Contracts/Purchasing Dept 168 W. Alisal St., 3rd Floor Sallas, CA 93901 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

Ting O. Cym

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/13/14

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 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).

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					CONTACT NAME: Aon Risk Services, Inc of Florida					
Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100				PHONE						
Miami, FL 33131-4937				(A/C, No, Ext): 800-743-8130 (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com						
					ADDRE		R(S) AFFORDIN		Т-	NAIC#
					INSUR				+	
	URED				INSURER A: National Union Fire ins Co of Pittsburgh 19445 INSURER B:				10110	
ADP TotalSource DE IV, Inc. 10200 Sunset Drive			INSURER C:							
LIC					INSURER D :					
Universal Field Services Inc 6666 S. Sheridan Rd, Suite 230					INSURER E:					
Suite 230, OK 741330000 INSURER F :										
	VERAGES			IFICATE NUMBER: 84542				REVISION NUMBE		
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	CLAIMS-MADE CCCOR							MED EXP (Any one person)	\$	
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* 1	GEN'L AGGREGATE LIMIT APPLIES PER:								s	
	POLICY PROJECT LOC		terret regi						\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS								\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
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	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC 094181410 CA		7/1/2014	7/1/2015		\$	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$	2,000,000
								E.L. DISEASE - FOLK! LWIII	Ψ	2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) All worksite employees working for the above named client company, paid under ADP TOTAL SOURCE, INC's payroll, are covered under the above stated policy.										
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POLICY NUMBER: P-630-6A369504

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

The County of Monterey, its agents, officers and employees

PROJECT/LOCATION OF COVERED OPERATIONS:

- WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule above, but;
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance,

- b) The insurance provided to the additional insured does not apply to "bodily Injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or falling to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

or the end of the policy period, whichever is earlier.

- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- As a condition of coverage provided to the additional insured by this endorsement;
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - How, when and where the "occurrence" or offense took place;
 - II. The names and addresses of any injured persons and witnesses; and
 - Iii. The nature and location of any Injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must;

- Immediately record the specifics of the claim or "suit" and the date received; and
- II. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.
- The following definition is added to SECTION V.
 – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- After the signing and execution of the contract or agreement by you;
- While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

30

NAME:

The County of Monterey, its agents, officers and

employees

ADDRESS:

168 W Alisal St., 3rd Floor

Salias, CA 93901

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any
- applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

POLICY NUMBER: P-810-6A369504

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

The County of Monterey, its agents, officers and employees

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who is An insured, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SEC-TION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and noncontributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY,

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

30

NAME:

The County of Monterey, its agents, officers

and employees

ADDRESS:

168 W Alisal St., 3rd Floor

Salias, CA 93901

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any
- applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.