

**AMENDMENT NO.1
TO STANDARD AGREEMENT BETWEEN COUNTY OF MONTEREY AND
NETRONIX INTEGRATION, INC.**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Netronix Integration, Inc., (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 a Standard Agreement with County on November 25, 2015 (hereinafter, "Agreement") to provide annual security maintenance and system software support for the access control systems and CCTV systems, including on-call service and repairs, for the systems at 168 W. Alisal Street and 1488 Schilling Place, Salinas (hereinafter "services") through September 30, 2016 for an amount not to exceed \$45,000; and

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

WHEREAS, Exhibit A is replaced with Exhibit A-1 to update the hourly rates effective October 1, 2016 which is attached and incorporated by this reference; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to September 30, 2017 and increase the Agreement amount by \$52,730 for a total not to exceed amount of \$97,730 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 the first sentence of Section 1.01 of Paragraph 1, "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.

2. Amend Section 2.01 of Paragraph 2.0, "Payments 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 \$97,730.

Amendment No. 1 to Standard Agreement
Netronix Integration, Inc.
Security Maintenance and System Software Support for Access Control and CCTV Systems
RMA – Public Works – Facilities
Term: September 21, 2015 – September 30, 2017
Not to Exceed: \$97,730

3. Amend the first sentence of Section 3.01 of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 21, 2015 to September 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
5. 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.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

Amendment No. 1 to Standard Agreement
Netronix Integration, Inc.
Security Maintenance and System Software Support for Access Control and CCTV Systems
RMA – Public Works – Facilities
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Not to Exceed: \$97,730

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

By: 

Contracts/Purchasing Officer

Date: 9-12-16

**Approved as to Form and Legality
Office of the County Counsel**

By: 

Mary Grace Perry
Deputy County Counsel

Date: 8-23-16

Approved as to Fiscal Provisions

By: 

Auditor/Controller

Date: 8-24-16

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

CONTRACTOR*

Netronix Integration, Inc.

Contractor's Business Name

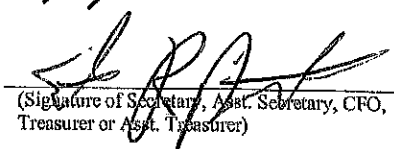
By: 

(Signature of Chair, President or Vice President)

Its: Craig Turner, President

(Print Name and Title)

Date: 08/09/2016

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Steve Pacht, Vice President / CFO

(Print Name and Title)

Date: 09/09/2016

*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.

Amendment No. 1 to Standard Agreement

Netronix Integration, Inc.

Security Maintenance and System Software Support for Access Control and CCTV Systems

RMA – Public Works – Facilities

Term: September 21, 2015 – September 30, 2017

Not to Exceed: \$97,730

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Netronix Integration, Inc. 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:

STANDARD WEEKDAY FULL SERVICE PROTECTION PLAN

Hours of Operation:	Business Hours 8:00am to 5:00pm, Monday through Friday.
Response Time:	Within twenty-four (24) business hours after notification of service by authorized or designated County personnel; four (4) hour response is available for critical impact concerns. Telephone response to the County of Monterey upon receipt of service call is within one to two (1-2) hours.
Parts/Outside Repairs	All parts repaired at no charge to the County for any repairs required for the 168 West Alisal Street and 1488 Schilling Place buildings, subject to the exclusions listed below.
Labor Coverage:	All labor associated with this Security Maintenance & Software Support Plan for the 168 West Alisal Street building and 1488 Schilling Place building is provided at no additional charge to the Plan cost, subject to the exclusions listed below.
Proactive Maintenance:	Quarterly Proactive Maintenance for 168 West Alisal Street, plus Twice Yearly Preventative Maintenance (PM) for 1488 Schilling Place, will be performed by CONTRACTOR on site, including camera cleaning on functional (only) cameras plus test and inspect access control readers and major system components. All other access and/or video field equipment shall receive routine maintenance as required.
Special Features:	CONTRACTOR will provide renewal of the annual system software for the existing Facility Commander WNX system. We also maintain a service stock of spare components in the event field service personnel are unable to make a full repair or replacement while on site; this capacity enables County to reduce system down time and inconvenience to other departments and employees.
Software Support Agreement:	CONTRACTOR includes the GE/Facility Commander WNX System Software Support (168 West Alisal Street) providing manufacturers' technical support during business hours of

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Netronix Integration, Inc.
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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

8:00am to 7:00pm (EST), Monday through Friday, as well as software and maintenance firmware updates. This includes server software, photo badging workstation software, and three (3) County of Monterey workstation licenses with an effective term of 10/1/16 - 9/30/17. CONTRACTOR includes the Lenel OnGuard ADV Standard System Software Support (1488 Schilling Place), with similar coverage for the system server software, also with an effective term of 10/1/16-9/30/17.

CONTRACTOR'S goal is to respond on site to service requests the same day for the Security Maintenance & System Software Support Plan at the 168 West Alisal Street or 1488 Schilling Place locations for the County of Monterey, if notified before 10:00am by designated County of Monterey personnel.

Warranty:

CONTRACTOR warrants that the equipment provided AND installed by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery and installation of said equipment. For equipment installed by CONTRACTOR, if County provides written notice to CONTRACTOR of any such defect within thirty (30) days after the appearance or discovery of such defect, CONTRACTOR shall, at its option, repair or replace the defective equipment. For equipment not installed by CONTRACTOR, if County returns the defective equipment to CONTRACTOR within thirty (30) days after appearance or discovery of such defect, CONTRACTOR shall, at its option, repair or replace the defective equipment and return said equipment to County. All transportation charges incurred in connection with the warranty for equipment not installed by CONTRACTOR shall be borne by County. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

System Programming and Customer Training:

CONTRACTOR will be responsible for all hardware devices programming and testing, and for customer training on the use of the new equipment as specified herein. Loading of any database, including definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the County, except as specifically stated in the scope of work.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$97,730 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

All equipment, material and labor furnished during standard business hour response will be covered for the amount listed below, except computer hardware, software or peripherals, or any other items as stated under exclusions below.

After hours' emergency service calls will be charged for the differential between standard rate and the applicable overtime, double time or holiday rate (see table below), with a 4-hour minimum charge. Emergency service response on site for non-standard hours is between two (2) to four (4) hours.

Security Maintenance Plan for the County of Monterey Negotiated Service Rates, October 1, 2016		
Standard Labor Rate	Premium - Overtime Labor Rate	Premium - Double Time Labor Rate
\$140.00	\$200.00	\$260.00
Non-Security Maintenance Plan, Standard Published Service Rates (reference only), July 2016		
Standard Labor Rate	Premium - Overtime Labor Rate	Premium - Double Time Labor Rate
\$155.00	\$230.00	\$300.00

INCLUSIONS at 168 West Alisal Street

Qty	Manufacturer	Part Number	Description
1	Lenel/GE	WXL1SSA-ENTSERV	Facility Commander Server, Standard Software Support for FCWNX01122718 (Sales Order 9083501), includes phone/email/fax support 8am-7pm EST Monday-Friday plus latest software enhancements; effective term 10/1/16 - 9/30/17
3	Lenel/GE	WXL1SSASWOPT-001CLINT	Facility Commander Workstation, Standard Software Support, effective term 10/1/16 - 9/30/17
1	Lenel/GE	WXL1SSASWOPT-PHOTOID	Facility Commander Photo Badging Workstation, Standard Software Support, effective term 10/1/16 - 9/30/17
1	Lenel	SWC-IDADV	Photo Badging Station Printer (Magicard) Software License
1	Lenovo	M93p PC Jackson	Server PC w/OS, Keyboard, Mouse & Monitor
4	Dell	OptiPlex	Workstation PC w/OS, Keyboard, Mouse & Monitor (3 The County of Monterey System Admin, 1 The County of Monterey Badging)
1	Lenel/GE	#420495001	Magicard Rio Pro Single Sided Badge Printer
1	Lenel/GE	TBD	Badging Photo Equipment (Camera, Tripod, Backdrop)
1	ExacqVision	TBD	Digital Video Recorder, labor only* (*see also Exclusions)
5	Lenel/GE	M5PRMSP-DN	M5 PXN/plus FC WNX 7.6 or higher, ACU feature support, Standard M5 Panel w/Enclosure, Serial & Ethernet, 10/100Mb, Dual NIC
8	Lenel/GE	#110100501	8RP Reader Interface Module

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

8	Lenel/GE	#110072003	20DI Input Module
9	Lenel/GE	#110078001	16DOR Output Module
56	Lenel/GE	#430160001	WIU-4 Wiegand Interface Module
12	Altronix	AL400/600ULX	12/24 VDC Power Supply Transformer, 4-6Amp
36	Yuasa	NP712	7AH, 24VDC Battery
8	Base Electronics	LV8-RS-N	ACS Power Distribution Module
2	Von Duprin	PS873	Mini-Power Booster for Front Doors
25	GE/UTC	#3025T	Tamper Switch
56	HID	5395C5100/Equal	White ThinLine II Prox Reader/Equal
75	GE/UTC	#1076/#1078	Recessed Door Contact
52	Bosch	DS160	Request to Exit Device
2	Securitron	PB3N	Narrow Stile Push to Exit Button
15	GE/UTC	3040W	Duress Button
10	Ademco	HUB-M/Equal	Door Release Button
4	Gentex	GX91/Equal	Local Door Horn/Sounder
3	Inovonics	FA466R/EN4200	Wireless Receiver
16	Inovonics	FA203S/EN1233S	Wireless Single Button Transmitter
5	Pelco	ICS-161CRV3A or ICS-100-CRV39A	Color Minidome Surface Mounted Analog Camera
2	Altronix	R248UL	Camera Power Supply, Rack Mounted
1	Tatung/Equal	RM-KB-LCE/TM19	LED Rack Mounted Monitor
4	Netronix	Labor Only	Quarterly Preventative Maintenance Visits (PMs)

EXCLUSIONS at 168 West Alisal Street

1	ExacqVision	TBD	Digital Video Recorder Material* - only reparation labor is included (*see also Inclusions)
Lot	Existing	Various	Electric Lock Hardware at Reader Doors, Mechanical Lock Hardware
Lot	Existing	Various	Turnstile Equipment
Lot	Existing	Various	Patching, Painting, Ceiling Tile Replacement
Lot	Rental Eqpt	Various	Scissor Lift, Knuckle Boom Truck, etc.

INCLUSIONS – 1488 Schilling Place

Qty	Manufacturer	Part Number	Description
1	Lenel	SUSP-ADV-TR-1	OnGuard ADV System Server Software Support for up to 128 Reader Capacity, effective term 10/1/16 -- 9/30/17
3	Lenel	Lnl-2220	Intelligent Reader Controller
10	Lenel	Lnl-8000	Star Multiplexer, 8-Port
3	Lenel	Lnl-1100	16-Input Module
34	Lenel	Lnl-1320	Dual Reader Interface Module
5	Lenel	Lnl-1300	Single Reader Interface Module
6	Altronix	AL400/600ULX	12/24 VDC Power Supply Transformer, 4-6Amp
18	Yuasa	NP712	7AH, 24VDC Battery
73	HID	5395GK100/Equal	ThinLine II Prox Reader/Equal
100	GE/UTC	#1076/#1078	Recessed Door Contact

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

8	Bosch	DS160	Request to Exit Device
1	Pelco/Integral	DVXi	Digital Video Recorder (unit #1 only)
3	Pelco/Equal	TBD	Exterior Pan/Tilt/Zoom Camera
4	Pelco/Equal	TBD	Interior Analog Camera
9	Various	Various	Electric Lock Hardware at Card Reader Doors #1, #3, #22, #32, #33, #35, #70, #71 and #121,
2	Netronix	Labor Only	Twice Yearly Preventative Maintenance Visits (PMs)

EXCLUSIONS -1488 Schilling Place

1	PBO	TBD	System Server and Client Workstation Provided By Client
4	Pelco/Integral	DVXi	DVXi Units #2-#5
Lot	Pelco/Equal	TBD	Existing non-functional cameras terminated to any existing DVXi Units #1-#5 (reference Netronix video review report)
Lot	Axis/Equal	TBD	Existing IP cameras, connections (cables unconnected at former patch panel location within building)
Lot	Existing	Various	Electric Lock Hardware at all other Reader Doors
Lot	Existing	Various	Turnstile Equipment
Lot	Existing	Various	Low Voltage Wiring
Lot	Existing	Various	Patching, Painting, Ceiling Tile Replacement
Lot	Rental Eqpt	Various	Scissor Lift, Knuckle Boom Truck, etc.

This agreement will not cover damage or breakdown due to fire, neglect, vandalism, theft, misuse, or Acts of God. Material so damaged will be replaced or repaired at factory list prices and labor at the \$140.00 per hour straight time, portal to portal.

ANNUAL SECURITY MAINTENANCE & SOFTWARE SUPPORT PLAN INVESTMENT

ITEM A: Annual Security Maintenance & System Software Support Plan Cost

Proposed Total Annual Security Maintenance Plan

168 West Alisal Street (4 PMs per term) \$19,925

1488 Schilling Place (2 PMs per term) \$17,805

Total \$37,730

Please note: 1488 Schilling Place is no longer under partial warranty.

ITEM B: On Call Service & Repairs \$15,000

Total ITEMS A & B \$52,730

The Annual Security Maintenance & System Software Support Plan shall be invoiced bi-annually, with the first invoice issued upon approval of this proposal in the sum of \$18,865.00. The second invoice will be issued at the end of the sixth (6th) month into this Annual Security Maintenance Plan, also in the sum of \$18,865.00.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted bi-annually, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number 3000 *1975, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

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.

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

NETRO-1

OP ID: NA

DATE (MM/DD/YYYY)

05/09/2016

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).

PRODUCER Archway-Micor Insurance Broker License #0602953 1731 Technology Dr., Suite 250 San Jose, CA 95110 Corwyn Foos	CONTACT NAME: Corwyn Foos PHONE (A/C, No, Ext): 408-441-2000 FAX (A/C, No): 408-441-1982 E-MAIL: ADDRESS:
INSURED Netronix Integration Inc. 2170 Paragon Drive San Jose, CA 95131	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of CT NAIC # 25682 INSURER B: Travelers Property & Casualty 25674 INSURER C: Company of America INSURER D: Travelers Casualty & Surety INSURER E: Travelers Casualty & Surety Co INSURER F:

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded - \$2500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	DT22C07B313182TCT16	05/15/2016	05/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Emp Ben. \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ Comp/Coll ☒ NON-OWNED AUTOS Ded - 1000	X	DT8107B313182TIL16	05/15/2016	05/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto PD \$ ACV
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		4TSMCUP7B313182TIL16	05/15/2016	05/15/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follows \$ GL-AUTO-WC
	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/A			PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
B	Leased/Hired Equip		QT6602C424466TIL16	05/15/2016	05/15/2017	1,000 Ded 50,000
B	Installation		QT6602C424466TIL16	05/15/2016	05/15/2017	1,000 Ded 250,000

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

RE: Service Maintenance Contract
The County of Monterey, its Officers, Agents and Employees are Additional Insureds as respects to General Liability per the attached CGD247 endorsement including Primary and Non-Contributory as required by written contract; Additional Insured as respects to Auto Liability per the attached

CERTIFICATE HOLDER COMO001 County of Monterey Contracts/Purchasing Division 168 West Alisal Street 3rd Floor Salinas, CA 93901	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. AUTHORIZED REPRESENTATIVE
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NOTEPAD:

HOLDER CODE **COMO001**
INSURED'S NAME **Netronix Integration Inc.**

NETRO-1
OP ID: NA

PAGE 2

Date **05/09/2016**

CAT353 endorsement, Auto Primary per policy form CA0001.

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 Officers, Agents and Employees are included as additional insured under this policy, with respect to legal liability or claims caused by, arising out of, or relating to the acts or omissions, work or work product, of the named insured or of others performed on behalf of the named insured.

PROJECT/LOCATION OF COVERED OPERATIONS

Service Maintenance Contract

1. 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 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 omission of such person or organization
2. 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 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:
 - i. The preparing, approving or failing 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
 - ii. 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" that occurs before the end of the policy period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

or the end of the policy period whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over an 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 and 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".
4. 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:
 - i. 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:
 - i. 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 an claim of "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 the "other insurance" available to the additional insured which covers that person or organization as a named insured as described paragraph 3. above.
5. 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:

 - a. After the signing and execution of the contract or agreement by you;
 - b. 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.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization 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.

C. EMPLOYEE HIRED AUTO

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

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

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.6., Other Insurance, of **SECTION IV – BUSINESS AUTO CONDITIONS**.

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "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".

D. EMPLOYEES AS INSURED

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

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. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

- (2) Up to \$3,000 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.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – 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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "Insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

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

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

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.

J. PERSONAL EFFECTS

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

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "Insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

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

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

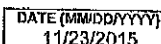
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Insperty, Inc. L/C/F NETRONIX INTEGRATION, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Policy Number Symbol: RWC Number: C48696648
Policy Period 11/29/2015 TO 10/01/2016	Effective Date of the Endorsement 11/29/2015
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE CO.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. ☒ Specific Waiver

Name of person or organization:

COUNTRY OF MONTEREY

168 W ALISAL ST, 3RD FL

SALINAS, CA 93901

☐ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: RE: SERVICE MAINTENANCE CONTRACT

3. Premium:

The premium charge for this endorsement shall be 2% percent of the California premium developed on the payroll payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0

Michelle Kopy
Authorized Agent