

Monterey County Board of Supervisors

Board Order

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

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-14585, Amendment No. 4

a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and

b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES:

Supervisors Alejo, Lopez, Phillips, Parker and Adams

NOES: None

ABSENT: None

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 December 10, 2019.

Dated: December 17, 2019

File ID: A 19-410 Agenda Item No.: 63 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Rorenzana, Deputy



Monterey County

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

Board Report

Legistar File Number: A 19-410

December 10, 2019

Introduced: 11/14/2019

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86, for a total contract amount of \$106,830.04, to provide software maintenance, license renewal and support for the victim restitution program for the term from July 1, 2016 to December 31, 2020; and

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign one (1) future amendment to the Agreement, subject to County Counsel review, which extends services by one (1) year, where any increased costs do not exceed ten percent (10%) of the cost of Amendment No. 4 (\$2,232) and do not significantly change the scope of work.

SUMMARY:

The Probation Department is recommending the approval of Amendment No. 4 to Agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, in the amount of \$22,323.86 for software maintenance, license renewal and support for the victim restitution program for the period 12/31/19 to 12/31/20.

DISCUSSION:

In February 2016, Probation entered into a one (1) year agreement with Columbia Ultimate, Incorporated, a Washington State Corporation, to provide software module maintenance, license renewals, and support for the victim restitution program in the amount of \$20,691.60 for calendar year 2016. The Agreement was renewed and amended as follows:

- Amendment No. 1 in the amount of \$20,691.60 for 2017.
- Amendment No. 2 in the amount of \$21,312.35 for 2018.
- Amendment No. 3 in the amount of \$21,810.63 for 2019.

The recommendation to approve Amendment No. 4 would extend the Agreement for an additional

year from December 31, 2019 to December 31, 2020, update the annual fee schedule, and increase the agreement amount by \$22,323.86 for a total not to exceed amount of \$106,830.04. Due to the aggregate amount, this action requires Board of Supervisors' approval.

A copy of Amendment No. 4 is on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management has reviewed and approved Amendment No. 4 as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions.

FINANCING:

Funding for Amendment No. 4 is contained in Probation's Approved Budget for FY 19-20. There is no additional cost to the County General Fund with this recommended action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation to provide software maintenance, license renewal and support for the victim restitution program supports key objectives of: 1) Administration with efficient and effective fiscal management and 2) Health and Human Services in providing restitution to victims of crime thereby improving health and quality of life.

Economic Development
_X_Administration ,
Health & Human Services
Infrastructure
_X_Public Safety
Prepared by: Wendi Reed, Management Analyst II, ext. 3985
Prepared by: Wendi Reed, Management Analyst II, ext. 3985 Approved by: Marcia Parsons, Chief Probation Officer, ext. 3913 Marcia Parsons
Attachments:
Attachment A: Amendment No. 4 to SA with Columbia Ultimate, Incorporated, a Washington State
Corporation
Attachment B: Amendment No. 3 to SA with Columbia Ultimate, Incorporated, a Washington State
Corporation
Attachment C: Amendment No. 2 to SA with Columbia Ultimate, Incorporated, a Washington State
Corporation
Attachment D: Renewal and Amendment No. 1 to SA with Columbia Ultimate, Incorporated, a
Washington State Corporation
Attachment E: SA with Columbia Ultimate, Incorporated, a Washington State Corporation

AMENDMENT NO. 4 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND Columbia Ultimate, Inc. a Washington State Corporation

THIS AMENDMENT No. 4 to Standard Agreement dated January 1, 2016 is made and entered into by and between Columbia Ultimate, Inc. a Washington State Corporation, hereinafter referred to as "Contractor", and Monterey County, Probation Department a political subdivision of the State of California, hereinafter referred to as "County" (collectively, the "Parties").

WHEREAS, Contractor previously entered into a Standard Agreement, dated January 1, 2016, for the provision of software maintenance and license renewal services for victim restitution program (hereinafter "services") (hereinafter, "Agreement") through December 31, 2016 for an amount not to exceed \$20,691.60; and

WHEREAS, Agreement was retroactively renewed and amended by the Parties on February 15, 2017 (hereinafter, "Renewal and Amendment No. 1") to renew and extend the Agreement for an additional one (1) year through December 31, 2017 and to increase the Agreement's not to exceed amount by \$20,691.60, for a total not to exceed amount of \$41,383.20; and

WHEREAS, Agreement was amended by the Parties on October 30, 2017 (hereinafter, "Amendment No. 2") to extend the Agreement for one (1) additional year through December 31, 2018, and increase the Agreement's not to exceed amount by \$21,312.35, for a total not to exceed amount of \$62,695.55; and

WHEREAS, Agreement was amended by the Parties on October 25, 2018 (hereinafter, "Amendment No. 3") to extend the Agreement for one (1) additional year through December 31, 2019, and increase the Agreement's not to exceed amount by \$21,810.63, for a total not to exceed amount of \$84,506.18; and

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

WHEREAS, Exhibit A-2 is replaced with Exhibit A-3 to update the annual fees effective January 1, 2020; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term of the Agreement through and including December 31, 2020 and increase the Agreement's not to exceed amount by \$22,323.86 for a total not to exceed \$106,830.04, to allow Contractor to continue to provide services identified in this Agreement and as amended by this Amendment No. 4.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3, 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 \$106,830.04.
- 2. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows: "The term shall commence on January 1, 2016 through and including December 31, 2020".
- 3. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A-2, Scope of Services/Payment Provisions" and add "Exhibit A-3, Scope of Services/Payment Provisions".
- 4. In all places within the Agreement, any reference to Exhibit A-2, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-3, Scope of Services/Payment Provisions.
- 5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement.
- 6. A copy of this Amendment No. 4 shall be attached to the original Agreement dated January 1, 2016.
- 7. The recitals to this Amendment No. 4 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 4 which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CONTRACTOR*
By:	Columbia Ultimate, Inc. a Washington State Corporation
Contracts/Purchasing Officer	Contractor's Business Name
Date: 1/8/2020	By: (Signature of Chair, President or Vice President)
	Its: JASSA KHAMATON CEO
	Date: 11/18/19
Approved as to Form and Legality Office of the County Counsel	By: Dand CHAC (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
By: Anne K. Brereton Deputy County Counsel	Its: <u>DAND L. HAHN VP-Finance</u> (Print Name and Title)
Date: 11-21-19	Date:
Approved as to Fiscal Provisions By: Auditor/Controller	
Date: 11-26-19	
Approved as to Indemnity and Insurance Provi	isions
By:	
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.

EXHIBIT A-3 SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey Probation Department,
hereinafter referred to as "County"

AND

Columbia Ultimate, Inc., a Washington State Corporation, hereinafter referred to as "CONTRACTOR"

This Exhibit A-3 shall be incorporated by reference as part of Agreement governing work to be performed, the nature of the working relationship between the County and the CONTRACTOR, and specific obligations of the CONTRACTOR.

PURPOSE

The purpose of this Agreement is to: provide software module maintenance, support licenses and conversion/interface development support for the victim restitution program.

A. SCOPE OF WORK

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Remotely provide the annual upgrades to Probation's revenue collection system.

A. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this Agreement must be delivered to DISM, and the Finance Department, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay the annual amount not to exceed Twenty-Two Thousand Three Hundred Twenty-three Dollars and Eighty-Six cents only (\$22,323.86) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Rate Schedule: January 2020 - December 2020

	Annual	Renewal			
<u>Description</u>	Amount	Amount			
Annual RPCS Silver Support (3) Licenses	\$6,020.93				
Annual Renewal Fee for Silver Support		\$795.51			
Annual CU/Emulate Support (4) Licenses \$ 262.25					
Annual Account Distribution/Payment Proration Support	\$3,982.99				
Annual Renewal Fee for Proration Support		\$797.69			
Annual Victim Restitution Support	\$3,677.03				
Annual Renewal Fee for Victim Restitution Support		\$737.59			
Annual Conversion/Interface	\$1,192.74				
Annual RPCS Query Access Support (4) Licenses \$ 427.26					
Annual Renewal Fee for Query Support		\$142.05			
Annual jBase Support (4) Licenses	\$ 274.93				
Annual CU/Archive Support	\$ 502.65				
Annual Support Inbound Interface for Fwd Accounts to MCR	\$ 877.56				
Annual Support Export payments/notes from MCR to MPAR	\$ 877.56				
Annual Support Export Forwarded Accounts to MCR	\$ 877.56				
Annual Support Import Payments/notes from MCR	\$ 877.56	,			

TOTAL \$22,323.86

NOTE: All fees and costs stated herein shall include all applicable tax. Total Agreement amount is not to exceed \$106,830.04.

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

There shall be no travel reimbursement allowed during this Scope of Services.

B.2 CONTRACTORS BILLING PROCEDURES

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

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

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

ABOOTHBY

CORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2019

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(les) must have ADDITIONAL INSURED provisions or be endorsed

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458	on & Mason Technology Insurance Se South Ave.	ervic	es, ir	ıc.	PHONE (A/C, No, Ext): (781) 447-5531 FAX (A/C, No): (7				447-7230
₩hi	tman, MA 02382				E-MAIL ADDRESS: jmcrae@	gmasoninsı	ire.com		
							RDING COVERAGE		NAIC#
			INSURER A : Federal Insurance Company				20281		
OSC Intermediate, Inc.		INSURER B: Chubb Indemnity INSURER C: Chubb Custom Specialty				12777			
	Columbia Ultimate Business Columbia Ultimate, Inc.	Syst	tems	, inc.					<u> </u>
4400 NE 77th Avenue		INSURER D : Nation	· · · · · · · · · · · · · · · · · · ·						
Vancouver, WA 98662			INSURER E :						
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Α	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	x		36052260	11/30/2019	11/30/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
					Ì		MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X POLICY PECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
A	OTHER:						COMBINED SINGLE LIMIT	\$	4 000 000
~	AUTOMOBILE LIABILITY			7000740	44/00/0040	44/00/0000	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS	73		73600713	11/30/2019	11/30/2020	BODILY INJURY (Per person)	\$	
					Ì		BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	
	X HUTERS ONLY X NOTES WHER						(Per accident)	\$	
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	EXCESS LIAB CLAIMS-MADE			79896583	11/30/2019	11/30/2020	AGGREGATE	\$	20,000,000
	DED RETENTION \$					AGGNEGATE	\$		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			,	13.00	11/30/2020	X PER OTH-	Ψ	
	AND EMPLOYERS CIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			71765370	11/30/2019		E.L. EACH ACCIDENT	\$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYE	1	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
-	E&O Liability			36059338	8/30/2019		Each Occ/Aggregate		10,000,000
D	Excess E&O			17721589	8/30/2019	8/30/2020	Aggregate		10,000,000
osc	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL E&O Retroactive Date: 7/1/99 Deductible: \$50,000	LES (A	CORD	 101, Additional Remarks Schedu	le, may be attached if mo	re space is requi	red)	<u> </u>	
	itional Named Insured Schedule Include	s:							
	Investments, L.P.								
	Parent, Inc. ATTACHED ACORD 101								
CEI	RTIFICATE HOLDER				CANCELLATION				
					SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE	ANCE	LED BEFORE

Monterey County Probation Dept. Attn: Sandra Shaffer 1422 Natividad Rd. Salinas, CA 93906

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANGE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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LOC#: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Mason & Mason Technology Insurance Services, Inc. POLICY NUMBER SEE PAGE 1		NAMED INSURED OSC Intermediate, Inc. Columbia Ultimate Business Systems, Inc. Columbia Ultimate, Inc. 4400 NE 77th Avenue Vancouver, WA 98662
CARRIER	NAIC CODE	
	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

OSC Investors, Inc. Ontario Systems, LLC

Columbia Ultimate Business Systems, Inc.

Columbia Ultimate

Justice Systems, Inc.

Policy includes Blanket Additional Insured status with respect to General Liability ONLY IF required in written contract and per the terms and conditions of Chubb CGL form 80-02-2367 (attached).

Policy includes Blanket Primary & Non-Contributory status with respect to General Liability ONLY IF required in written contract and per the terms and conditions of Chubb CGL form 80-02-2653 (attached).

No coverage is provided for statutory Workers Compensation in the state of WA.

CHUBB.

Liability Insurance

Endorsement

Policy Period

NOVEMBER 30, 2019 TO NOVEMBER 30, 2020

Effective Date

NOVEMBER 30, 2019

Policy Number

3605-22-60 BOS

Insured

OSC INTERMEDIATE, INC.

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

DECEMBER 12, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY EMPLOYEE BENEFITS ERRORS OR OMISSIONS STOP GAP STOP GAP - OHIO

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance -Primary, Noncontributory Insurance - Scheduled Person Or Organization If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative

Pall 2

Liability insurance

Conditions - Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization last page

CHUBB.

Liability Insurance

Endorsement

Policy Period

NOVEMBER 30, 2019 TO NOVEMBER 30, 2020

Effective Date

NOVEMBER 30, 2019

Policy Number

3605-22-60 BOS

Insured

OSC INTERMEDIATE, INC.

Name of Company

FEDERAL INSURANCE COMPANY

Date Issued

DECEMBER 12, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

EXECUTABLE DE LA COMPANION DEL COMPANION DE LA COMPANION DE LA

Under Who Is An Insured, the following provision is added.

LONGO CONTRACTOR CONTR

Who is An insured

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
 contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
 expense for injury or damage, to which this insurance applies, that the person or organization
 would have in the absence of such contract or agreement.

但是不是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是这个人,我们就是这个人,我们就是这个人,我们 第一个人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就是我们的人,我们就

CHUBB°

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization,

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

ELEMENT OF CONTROL OF

Authorized Representative

