PARKS, OPEN SPACE AND CULTURAL SERVICES



COUNTY OF SANTA CRUZ

9000 SOQUEL AVE., SUITE 101 SANTA CRUZ, CALIFORNIA 95062

BARRY C. SAMUEL DIRECTOR

(406) 462-8300 FAX (408) 462-8330 TDD (408) 454-1453

April 17, 1998

AGENDA: APRIL 28, 1998

Board of Supervisors County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060

SUBJECT: SECURITY SERVICES FOR COUNTY PARKS

Dear Members of the Board:

May 9, 1995, your Board approved a contract with First Alarm Security and Patrol for miscellaneous security services for the Department of Parks, Open Space and Cultural Services. That agreement came about after Requests for Proposals (RFP) were solicited and the contract provides for a yearly agreement that is renewable for up to five years.

The contract with First Alarm Security and Patrol expired on September 2, 1997, and the Department is **now** requesting that we re-enter into an agreement with First Alarm to reinstate these services.

As a result of the RFP process in May of 1995, First Alarm began locking 18 restrooms and park gates each evening. Due to the loss of CSA 11 funding and subsequent reductions in the park maintenance division budget, the Sheriffs Department temporarily undertook the responsibility of locking park gates and restrooms each day. While the Parks Department appreciates the help from Sheriffs Department staff over the past 10 months, it is agreed that First Alarm Security and Patrol can provide a more timely response in securing park sites.

Therefore, we are including in the proposed contract, that First Alarm Security and Patrol resume their routine evening locking County Parks gates and restrooms. The \$2,320 in necessary funding is available in this fiscal year for park closing through June 30,1998.

On May 6, 1997, your Board approved a recommendation by Parks Department staff to expand the duties of First Alarm to include the staffing of the Summer Parking Program. At that time the Summer Parking Program was operated by seasonal Parks Department staff but it was determined that First Alarm was able to provide better cash security and weekend supervision for approximately the same cost. The Department has the \$5,655 in funds remaining in this years budget to pay for the Summer Parking Program through June 30, 1998, at various park sites, at \$435 per day.

On December 9, 1997, your Board approved an increase in parking fees at Pinto Lake County park from \$2 per car to \$3 per car. This increase was requested to offset costs related to enforcement of the sound policy, at Pinto Lake County Park, which allows for amplified music in designated areas. Due to complaints from nearby residents, the Parks Department amended its agreement with First Alarm

Security and Patrol to include the use of their guards to monitor sound levels at the Pinto Lake Park on days when sound permits were issued. This practice began late last summer and it was found to be very effective in keeping amplified sound below the ordinance level of 75 decibels. Therefore, we are proposing, in this contract, to utilize First Alarm Security and Patrol to monitor sound levels at Pinto Lake County Park. The \$1,440 in funds for the re-implementation of the program this fiscal year are available in the current year budget.

In summary, the County Parks Department is requesting that we enter into an agreement with First Alarm Security Patrol to include:

- 1. Reduce the "Early Termination" clause from thirty days to fifteen days.
- 2. For related security services: Summer Parking Program, Pinto Lake Noise Abatement and Night Park Closing. The costs for these services is as follows:

Summer Parking Program (through fiscal year 1997/98) (13 days) @ \$435 per day	\$5655.00
Pinto Lake Noise Abatement (through fiscal year 1997/98) @ \$120 per day	\$1440.00
Park Closing - May 4, 1998 through June 30, 1998 @ \$40 per day	\$2320.00

It is therefore RECOMMENDED that your Board:

- 1. Approve a contract with First Alarm Security and Patrol for related security services in the amount of **\$9,4** 15.00 for fiscal year **1997/98**, and place this contract on the list of continuing agreements for **1998/99**.
- 2. Authorize the Director of County Parks to execute the contract on behalf of the County.

Sincerely, Barry C. Samuel

Director

RECOMMENDED:

SUSAN A. MAURIELLO County Administrative Officer

cc:

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County Counsel, Parks Dept., CAO, Sheriff - Mark Tracy, Risk Management, Auditor-Controller, GSD, Parks Commission, Contractor

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

O: Roard of Supervisors rnty Administrative Officer county Counsel Auditor-Controller		REDM	Parks, Open S	1 1	ltural Serv ature <u>)</u> 04/17/	
'he Board of Supervisors is hereby rec	juested to approve the at	ttached a	Preement and autho	prize the xecution	n of the same	
• Said agreement is between the						(Agency)
and. First Alarm Security					(Nam	re & Address)
2. The agreement will provide secur	ityservices for th	le Park	s Deparchienc.			
3. The agreement is needed because	e the County canno	t provi	de the servio	ce.		
 Period of the agreement is from 	April 28, 1998.		to	June 30), 1998	
5. Anticipated cost is \$_9,415.00				(Fixed amount; ²	мааніучыкаф	(becoxexceed)
5. arks:						
7. Appropriations are budgeted in NOTE: IF APPRO	492100 PRIATIONS ARE INSUF	FICIENT,	ATTACH COMPL	(Index#)		(Subobject)
Appropriations ore not available and	will be encumbered.		t No. CO 7/6 Gary A. KNUTSON By		·	98 Deputy.
Proposal reviewed and approved. It is Director of County P			upervisors approve ame on behalf of th	a .	and authorize th of Santa Ci	
Remarks:	(Ager	ncy). E	ByCoup		e Offcer Date 4	120/98
Agreement approved as to form. Date						
Distribution: Bd. of Supv White Auditor-Controller - Blue Ity Counsel - Honner - Admin. Officer - Conary Auditor-Controller - Pink Originating Dept Goldenrod *To Orig. Dept. if rejected. ADM - 29 (6/95)	State of California County of Sania Cruz I	ereby certify rs as recom	mended by the Count	quest for approval	of agreement was	approved by duly entered

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Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 28th day of April 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and First Alarm Security and Patrol , hereinafter called CONTRACTOR. The parties agree as follows:

1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Miscellaneous security services to include park closing, noise abatement at Pinto Lake County Park, and the summer parking program.

2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: <u>An amount not-to-exceed \$9,415.00</u>.

3. <u>TERM</u>. The term of this contract shall be: <u>April 28. 1998, through June 30, 1998</u>.

4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CON-TRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. <u>INSURANCE</u>. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, nonowned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here /

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross- liability.

(4) Professional Liability Insurance in the minimum amount of \$______ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/__.

B. <u>Other Insurance Provisions</u>

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County Parks Department

c/o Gretchen Iliff

9000 Soquel Avenue, Suite 101

Santa Cruz, CA 95062

(<u>Department should fill in the full name/title and address</u> of the person/ position responsible for the Agreement)."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

County Parks Department
c/o Gretchen Iliff
9000 Soquel Avenue, Suite 101
Santa Cruz, CA 95062

(<u>Department should fill in the full name/title and address</u> of the person/_position_responsible for the Agreement).

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. <u>INDEPENDENT CONTRACTOR STATUS</u>. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

<u>PRINCIPAL TEST</u>: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

<u>SECONDARY FACTORS</u>: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job_rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CON-TRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. <u>NONASSIGNMENT</u>. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. <u>RETENTION AND AUDIT OF RECORDS</u>. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. <u>PRESENTATION OF CLAIMS</u>. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein. 12. <u>ATTACHMENTS</u>. This Agreement includes the following attachments (identify by name or write "NONE"):

None.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

	 _		
By÷)	3	
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Ву:_____

Address: 1111 Estates Drive

Aptos, CA 95003

Telephone: 685-1110

2. APPROVED AS TO INSURANCE: By: <u>brot MCKinley 4</u>-16-98 Risk Management

3. APPROVED AS TO FORM:

By: ______County Counsel

DISTRIBUTION: County Administrative Office Auditor-Controller County Counsel Risk Management Contractor

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(Substitute)

Request for Taxpayer

Give this form to the County'of Santa Cruz Do NOT send to the IR:

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		DO NOT SCHOLO THEIR
Name (II joint names, list first and circle the name of the person of	fentity whose number you enter in Part I be	low. See instructions ON page 2 II your name has changed.)
Business name (Sole prophetors see instructions on pag	e 2.) D1	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
E FIRST Alarm Security and Factor	oprietor Corporation Partner	ship Other >
Address (number, street, and apt. or suite no.) 1111 Estates Drive		YOU ARE PAID FOR:
City. state, and ZIP code Aptos, CA 95003	······································	Health Care Service
Part I Taxpayer Identification Number	(TIN)	Rent Goods
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is <i>your employer</i>	Social security number	O Other (Explain)
identification number (EIN). If you do not have a number, see How To Get a TIN below.	OR	Part II For Payees Exempt From Backup Withholding (See Part II
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.	Employer Identification number 7 7 0 2 3 7 8 7 0	instructions on page 2)
Part III Certification		-1

Under penalties of perjury, I certify that:.

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (n) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or(c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition *or* abandonment of *secured* property, cancollation of debt, contributions to en individual retirement arrangement '(IRA). and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your corr TIN. (Also see Part III Instructions on page 2.)

Sign		•	, / /
'	Signature >	Date ►	4/13/18

Section references **are** lo the **Internal** Revenue Code.

Purpose of Form.-A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (7) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if if is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay. and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be *subject* to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. The IRS tells the requester that you furnished an incorrect TIN, or

3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1963 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

How To Get a **TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security. Administration, or Form **SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

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If you do not have a TIN. write 'Applied For" in the space for the TIN In Part I, sign and date the form, and give It to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

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SPIS#6 (1/1795) All California	Operations			
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CISGEM 25.2 (3/93)2 of 2 #M25563

ENDORSEMENT

The following spaces preceded by an asterisk(") need not be completed if this endorsement and the policy have the same inception date.

ATTACHED TO AND FORMING	*EFFECTIVE DATE OF	*ISSUED TO	, Inc
PART OF POLICY NUMBER	ENDORSEMENT	First Alarm Security & Patrol	
GLM4002620	7/1/97	First Alarm	

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSUREDS

It is understood and agreed that coverage is provided for additional insureds as follows:

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- "Additional Insured" is defined to include any person, organization, trustee or estate specifically designated as ١. an "additional insured" on a certificate of insurance authorized by the company. Any person, organization, trustee or estate receiving a certificate of insurance authorized by the company which does not specifically designate such person, organization, trustee or estate as an "additional insured" is afforded no coverage under this policy.
- 2. It is further understood and agreed that coverage for "additional insured" incepts only as of the date the certificate of insurance designating meth "additional insured" is issued.
- З. Coverage is provided for "additional insureds" only to the extent that liability is created for such "additional insureds' by the acts, errors, or emissions of the Named Insured herein. This policy provides no coverage for the independent acts, errors or emissions of any "additional insured".

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SPIS #6 (1/1/23)

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