

SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this ____ day of September, 2018, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and DIGITAL MAP PRODUCTS, a California corporation whose address is 5201 California Ave., Suite 200, Irvine CA 92617, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On July 1, 2016, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$36,000.

B. On July 13, 2017, an amendment was entered into by and between City and Provider (hereinafter "First Amendment") in an amount not to exceed \$36,000

C. City and Provider desire to modify the Agreement on the terms and conditions set forth herein, including the Web Application Subscription Terms and Conditions (Exhibit B).

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1 of the Agreement is modified to read as follows:

TERM: The term of this Agreement shall commence on the 1st day of July, 2016 and shall terminate on the 1st day of July, 2021, unless terminated earlier as set forth herein.

2. Paragraph 3 of the Agreement is modified to read as follows:

COMPENSATION TO PROVIDER: Provider shall be compensated for the Services performed in accordance with this Amendment at the annual rate set forth in Exhibits A and A-1. The total compensation for the work under this second Amendment is not to exceed \$108,000.00.

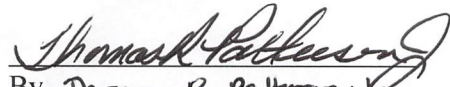
Total compensation for this Agreement shall not exceed \$180,000.00.

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

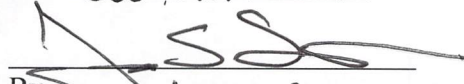
Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

DIGITAL MAP PRODUCTS
A California Corporation



By Thomas R. Patterson, Jr.
Title COO, SVP, Finance




By James Skurzynski
Title President

CITY OF ALAMEDA
A Municipal Corporation


David L. Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL:



Carolyn Hogg
Information Technology Director

APPROVED AS TO FORM:
City Attorney



John D. Le
Assistant City Attorney

Exhibit A-1



5201 California Avenue, Suite 200, Irvine, CA 92617 (949) 333-5111

Date:	2018-07-01
Solution Specialist:	Mary Kane
Agreement #:	
(OFFICE USE ONLY)	

Order Header

Company Name Alameda, City of
Company DBA
Contact Name Leon King
Position IT Manager
Street Address 2263 Santa Clara Avenue
City St Zip Alameda, CA 94501
Phone (510) 747-7599
Email lking@alamedaca.gov

BILLING INFORMATION (If different from Company)
Contact Name Leon King
Street Address 2263 Santa Clara Avenue
City St Zip Alameda, CA 94501
Phone (510) 747-7599
Email lking@alamedaca.gov
Agreement Term 2018-07-01 thru 2021-06-30
Billing Start Date 2018-07-08
Contract Term 36
Billing Frequency Yearly
Billing Method Email
Payment Method Check

ACCOUNT LIAISON

Contact Name Allen Tai
Email atai@alamedaca.gov
Phone 510-747-6888

Billing Note: If Payment Method by credit card or electronic funds transfer, then the Initial invoice will be the first full period, plus the pro-rated period from the start of the Agreement Term to the Billing Start Date. If Payment Method is by check and the Billing Frequency is Monthly, then the Initial invoice will be the first two full months, plus the pro-rated period from the start of the Agreement Term to the Billing Start Date.

Subscription

Quantity	Product Name	Total Price
1	GovClarity Enterprise	\$ 36,000.00
1	Assessor Maps Enterprise	\$ Included
1	CommunityView Enterprise	\$ Included

Professional Services

Quantity	Product Name	Total Price
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Totals

	Total Price
Subscription Total	\$ 36,000.00
Professional Services Total	\$ 0.00
Gross Price Total	\$ 36,000.00
Annual Prepay Discount	\$ (0.00)
Other Charges and Adjustments	\$ (0.00)
Annual Contract Price Total	\$ 36,000.00

Processing Instructions (INTERNAL USE ONLY)

Renew GovClarity Enterprise with CommunityView. Includes one (1) on-site annual training. Rate is \$36,000 per year through the term of this contract - 6/30/21.

The parties agree to the terms contained herein including the attached Web Application Subscription Terms and Conditions and all exhibits.

[Redacted Signature]

Authorized Signature

[Redacted Name]

Printed Name*

Title*

[Redacted Date]

Date

Thomas R. Patterson, Jr.
Digital Map Products, Inc. Signature

Thomas R. Patterson, Jr. COO & SVP, Finance
Printed Name Title

7/30/18
Date



Web Application Subscription Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your purchase and use of Digital Map Products ("DMP") Web Application and Content. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the Web Application or Content.

1. DEFINITIONS

"Agreement" means the combination of the Service Provider Agreement, effective July 1, 2016, Order Form and these Web Application Subscription Terms and Conditions. In the event of any conflict between these Web Application Subscription Terms and Conditions and the Order Form, these Web Applications Subscription Terms and Conditions will apply.

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Effective Date" The effective of these Web Application Subscription Terms and Conditions is as of the date of the last signature of the parties on both the Order Form and these Web Application Subscription Terms and Conditions.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, Inc. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our

products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, (i) the number of Users and the geographic coverage areas specified in the Order Form and (ii) You may not extract more than 30,000 property records per month without a separate data license. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame

or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, (i) use the Web Application for marketing or telemarketing purposes; or (j) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for a one-year period from the Effective Date ("Initial Term"). Thereafter the Agreement may be renewed for up to three (3) additional years at the price set forth in the Order at Your discretion. Thereafter the parties may extend the contract at an agreed upon price by mutual written agreement,

subject to City Council approval. Upon termination, consistent with Paragraph 19 (TERMINATION) of the Service Provider Agreement, any licenses or rights granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party, except as required by an order of a court or tribunal of competent jurisdiction and applicable law.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD-PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD-PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Except as to Our indemnity obligations set forth in section 6.3 (Indemnification) below, Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

6.3. Indemnification. We will defend and indemnify Indemnitees, within the meaning of the Service Provider Agreement against a third-party claim, demand, action, suit, or proceeding, including any judgments, settlements, and attorney fees against Indemnitees to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This

Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Alameda County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Alameda County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

On behalf of Digital Map Products, Inc.:

Signature

Printed Name & Title

Date

On behalf of _____:
Company Name

Signature

Printed Name & Title

Date



CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

8/8/2018

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

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Digital Map Products 1424885 5201 California Avenue, Suite 200 Irvine CA 92617	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Fire Insurance Company	NAIC # 19682
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Chubb Indemnity Insurance Company	12777
	INSURER D : ACE American Insurance Company	22667
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 14699265

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	08UUNAZ1048	7/26/2018	7/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000	Y	Y	08UUNAZ1048	7/26/2018	7/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	08RHUAZ1085	7/26/2018	7/26/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71754206	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	N	G31326175 001	7/26/2018	7/26/2019	Policy Limit: \$5,000,000 Deductible: \$25,000

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

RE: All Covered Operations. City of Alameda, its Council, Boards and Commissions, Officers, employees and volunteers are included as additional insured on the general liability and auto liability on a primary and non-contributory basis as required by written contract. Waiver of Subrogation applies in favor of the additional insured as per written contract.

CITY OF ALAMEDA
Risk Management

Date

8-15-18

CERTIFICATE HOLDER

CANCELLATION

14699265

City of Alameda
Attn: Jodi Owens
2263 Santa Clara Ave. Rm 320
Alameda CA

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

Michael A. Calabrese

MEMORANDUM FOR THE CITY OF ALAMEDA

TO: THE CITY OF ALAMEDA

FROM: [Illegible]

SUBJECT: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]

14. [Illegible]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Alameda Alameda Point Bldg 1 950 W. Mall Square Rm 110 Alameda, CA94501	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF ALAMEDA
Risk Management

 Date 8-15-18
Lucretia Akil, City Risk Manager

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.