

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT (“**Second Amendment to Agreement**”) is entered into this ___ day of April 2021, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and City Context, a sole proprietorship, whose address is 490 Lake Park Ave., P.O. Box 10482, Oakland, CA 94610 (“**Provider**”), in reference to the following:

RECITALS:

A. On February 25, 2019, an agreement was entered into by and between City and Provider ("Service Provider Agreement") with compensation not to exceed \$50,000.00.

B. On August 24, 2020, the parties entered into that certain First Amendment to Agreement (“First Amendment”) to increase compensation by \$23,920.00, for a total not to exceed amount of \$73,920.00. The Service Provider Agreement as amended by the First Amendment shall be referred to herein as the “Agreement.”

C. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

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

“The term of this Agreement shall commence on the 25th day of February 2019, and shall terminate on the 31st day of December 2023, unless earlier terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to one (1) additional year, at the sole discretion of the Planning & Building Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Planning & Building Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

2. Paragraph 3 “Compensation to Provider” of the Agreement is modified to read as follows:

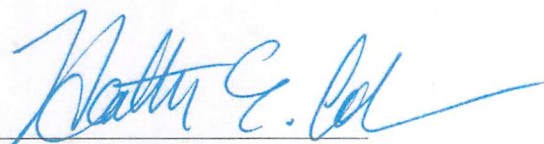
“a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and Exhibit B and incorporated herein by reference. Extra work must be approved in writing by the Planning & Building Director or designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

“b. The total compensation for the work under this Amendment is not to exceed \$76,080.00. Total compensation for the work under this Agreement is not to exceed \$150,000.00.”

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.

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

City Context
A sole proprietorship

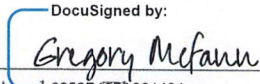


Heather Coleman

CITY OF ALAMEDA
A Municipal Corporation

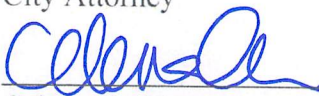
Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

DocuSigned by:
 For Andrew Thomas

Andrew Thomas
Planning, Building & Transportation Director

APPROVED AS TO FORM:
City Attorney



Celena H. Chen
Chief Planning Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2020

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com	
INSURED City ConText 361 Fairmount Ave Apt 7 Oakland, CA 94611	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 10200

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

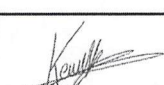
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			UDC-2002788-BOP-20	06/20/2020	06/20/2021	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> CGL is on BOP Form						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y				PERSONAL & ADV INJURY	\$ S/T Each Occ.
	OTHER:						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg.
								\$
A	AUTOMOBILE LIABILITY			UDC-2002788-BOP-20	06/20/2020	06/20/2021	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Services provided as per city's request

*OK 8/17/20
 JL*

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda it's directors, officers, employees, and agents 2263 Santa Clara Ave Alameda Ca 94501	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2020

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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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com	
INSURED City ConText 361 Fairmount Ave Apt 7 Oakland, CA 94611	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability	Y		UDC-2002788-EO-20	06/20/2020	06/20/2021	Each Claim:	\$ 1,000,000
							Aggregate:	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Services provided as per city's request

OK 8/17/20 LC

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda it's directors, officers, employees, and agents 2263 Santa Clara Ave Alameda Ca 94501	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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Policy Number: UDC-2002788-BOP-20
Named Insured: City ConText
Endorsement Number: 16
Endorsement Effective: June 20, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED –LESSORS OF PREMISES,
CLIENTS**

BUSINESSOWNERS COVERAGE FORM

A. The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

3. If you have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this insurance, the following persons or organizations are added to this policy as additional insureds:

a. Any person or organization from whom you lease any premises, but only with respect to liability arising out the ownership, maintenance, or use of that part of the premises leased to you.

However, this insurance does not apply to any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.

A person or organization's status as an additional insured under this subsection a. ends when you cease to be a tenant in the premises.

b. Any person or organization for whom you are performing operations, but only with respect to liability arising out of:

(1) Your acts or omissions or of those acting on your behalf; and

(2) The performance of your ongoing operations for the additional insured.

A person or organization's status as an additional insured under this subsection b. ends when your operations for that additional insured are completed.



Hiscox Insurance Company Inc.

Policy Number: UDC-2002788-BOP-20
Named Insured: City ConText
Endorsement Number: 17
Endorsement Effective: June 20, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Alameda its directors, officers, employees, and agents
2263 Santa Clara Ave
Alameda, CA 94501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in **Section II – Liability**:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.