

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this _____ day of _____, 2023, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and FRIENDS OF THE ALAMEDA ANIMAL SHELTER, a California non-profit public benefit corporation, whose address is 1590 Fortmann Way, Alameda CA 94501, (the "Operator"), is made with reference to the following:

RECITALS:

A. On July 20, 2021, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$2,047,523, for operations of the Alameda Animal Shelter and the provision of certain animal care services associated therewith by contracting with Operator to manage and implement said services as set forth attached.

B. Whereas, the City Council authorized the City Manager to execute this agreement as amended on July 20, 2021.

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

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

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

The term of this Agreement shall commence on the July 20, 2021, and shall terminate on the 19th day of July 2025, unless terminated earlier as set forth herein.

2. Paragraph 3, COMPENSATION TO PROVIDER, 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 B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in below.

b. Provider shall be compensated for the services performed in accordance with the original contract consistent with the terms of that agreement. Additionally, Provider shall be compensated for the Amendment, covering services performed during the period between July 20, 2021 and July 19, 2025, at the rates set forth below. Compensation for work done under this Agreement, shall not exceed as follows:

FAAS Budget	
FY 21-22	\$ 997,818
FY 22-23	\$1,049,705
FY 23-24	\$1,102,190
FY 24-25	\$1,157,300
FY 25-26	\$1,215,165
FY 26-27	\$1,275,923
FY 27-28	\$1,339,719
FY 28-29	\$1,406,705
FY 29-30	\$1,477,040
FY 30-31	\$1,550,892
TOTAL	\$11,574,639

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.


FRIENDS OF THE ALAMEDA
ANIMAL SHELTER
a California non-profit public benefit corporation

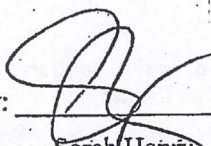
By: 
John L. Lipp
CEO

CITY OF ALAMEDA
A Municipal Corporation

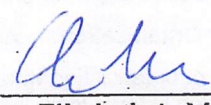
By: _____
Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL:

By: 
Janet Davis
Secretary

By: 
Sarah Henry
Communications and Legislative
Affairs Officer

APPROVED AS TO FORM:
City Attorney

By: 
Elizabeth A. Mackenzie
Chief Assistant City Attorney

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Bail Bonds

Subparagraph 1.b. under Section I – Coverages, Supplementary Payments – Coverages A and B is amended to read as follows:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Your Expenses

Subparagraph 1.d. under Section I – Coverages, Supplementary Payments – Coverages A and B is amended to read as follows:

- d. All reasonable expenses incurred by the Insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time-off from work.

3. Damage to Borrowed Equipment

Paragraph (4) of j. Damage to Property in 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability is deleted with respect to equipment you borrow for use in your operations.

4. Additional Insured

The following are added to Section II – Who Is An Insured:

a. Persons or Organizations – As Required By Contract

Any person or organization when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your ongoing operations for such person(s) or organization(s);

(2) "Your products"; or

(3) Your use or maintenance of a premises you own, rent, lease, occupy or otherwise use with the permission of the owner, except those premises you lease from person(s) or organization(s) for which paragraph 8.b. below applies.

b. Managers, Landlords or Lessors of Premises

Any person or organization from whom you lease premises when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

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2. Your Expenses

Subparagraph 1.d. under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

- d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

3. Damage to Borrowed Equipment

Paragraph (4) of j. **Damage to Property** in 2. **Exclusions** under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability** is deleted with respect to equipment you borrow for use in your operations.

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Any person or organization when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your ongoing operations for such person(s) or organization(s);
- (2) "Your products"; or
- (3) Your use or maintenance of a premises you own, rent, lease, occupy or otherwise use with the permission of the owner, except those premises you lease from person(s) or organization(s) for which paragraph 8.b. below applies.

b. Managers, Landlords or Lessors of Premises

Any person or organization from whom you lease premises when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

c. Lessors of Leased Equipment

Any person or organization from whom you lease equipment when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

Coverage provided to the person(s) or organization(s) included as an insured in subparagraphs **4.a.**, **4.b.**, and **4.c.** above only applies if the written contract or agreement identified in subparagraphs **4.a.**, **4.b.**, and **4.c.** above is executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

Coverage shall be primary and not contributory with respect to the person(s) or organization(s) included as an insured in subparagraphs **4.a.**, **4.b.**, and **4.c.** above. Any other insurance such person or organization has will be excess and not contributory with this insurance but this provision only applies if it is required in the written contract or agreement identified in subparagraphs **4.a.**, **4.b.**, and **4.c.** above.

5. Fellow Employee

Subparagraphs **2.a.(1)(a)**, **2.a.(1)(b)** and **2.a.(1)(c)** under **Section II – Who Is An Insured** are deleted with respect to "bodily injury".

6. Newly Formed or Acquired Organizations

Subparagraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

7. Damage to Premises Rented to You – Limit Amendment

Paragraph **6.** under **Section III – Limits of Insurance** is amended to read as follows:

- 6. Subject to paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner is \$1,000,000, unless a higher Damage to Premises Rented to You Limit is shown on the Declarations.

8. Medical Expense – Limit Amendment

Paragraph **7.** under **Section III – Limits of Insurance** is amended to read as follows:

- 7. Subject to paragraph **5.** above, the most we will pay under Coverage **C** for medical expenses because of "bodily injury" to any one person is \$10,000, unless a higher Medical Expense Limit is shown on the Declarations.

9. Duties in the Event of Occurrence, Offense, Claim, or Suit

The following subparagraph **e.** is added to **2. Duties in the Event of Occurrence, Offense, Claim, or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Knowledge of any "occurrence", offense, claim, or "suit" will be deemed knowledge by you only when such "occurrence", offense, claim, or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) Any partner, if you are a partnership;
 - (3) Any member, if you are a limited liability company;
 - (4) An executive officer or insurance manager if you are a corporation; or
 - (5) An "employee" or "volunteer worker" designated by you to give us notice of such "occurrence", offense, claim, or "suit".

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

11. Mental Anguish

Paragraph 3. under **Section V - Definitions** is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2023

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 Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): E-MAIL ADDRESS: ADPTotalSource@marsh.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: AIU Insurance Company 19399 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Friends of The Alameda Animal Shelter 1590 FORTMANN WAY Alameda, CA 945010000	

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 EXCLUSION 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																				
	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"/> PROJECT <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 <input type="checkbox"/>						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 \$ \$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 034278802 CA	07/01/2023	07/01/2024	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 15%; text-align: center;">PER STATUTE</td> <td style="width: 10%; text-align: center;">OTHER</td> <td style="width: 70%;"></td> </tr> <tr> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td></td> <td colspan="2">E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>		PER STATUTE	OTHER			<input checked="" type="checkbox"/>	<input type="checkbox"/>			E.L. EACH ACCIDENT		\$ 2,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000		E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for Friends of The Alameda Animal Shelter paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

Friends of The Alameda Animal Shelter
 1590 Fortmann Way
 Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips