

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this twenty-second day of June, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Innovative Interfaces Incorporated, (a California corporation), whose address is 5850 Shellmound Way, Emeryville, CA 94608, (the "Provider"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: An Integrated Library System (ILS). City staff issued an RFP on December 16, 2015 and after a submittal period of forty-eight days received five timely submitted proposals. The Staff reviewed the proposals and ranked the vendors according to the criteria set forth in the RFP. Based on the first round rankings we invited the top two vendors to conduct a one-day demonstration of their ILS product following guidelines provided by the City. Innovative Interfaces Inc. was selected because their Polaris ILS ranked at the top after two rounds of evaluations and the Provider best addressed our present and future needs outlined in the RFP.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for an Integrated Library System (ILS) that includes modules for Materials Acquisition, Online Public Access Catalog (OPAC), Patron Circulation and Accounts, Materials Cataloging and processing, System Administration, and Reporting, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 22nd day of June 2016, and shall terminate on the 21st day of June 2021, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit B as requested. The Provider acknowledges that the work plan included in Exhibit B is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. Payment shall be made by the City to the Provider within thirty (30) days of receipt by the City of the Provider's invoice. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference.

b. The total compensation for the work under this Agreement is not to exceed **\$364,090**.

4. TIME IS OF THE ESSENCE:

Provider and City are in agreement to disregard this section.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Alameda Free Library
1550 Oak Street
Alameda, CA 94501
ATTENTION: Marlon Romero, Supervising Librarian
Ph: (510) 747-7730

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Innovative Interfaces, Inc.
Headquarters
5850 Shellmound Way
Emeryville, CA 94608
ATTENTION: Legal Department

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within thirty (30) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. Not used.

c. Upon termination of this Agreement for cause, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

d. If the City or Provider elects to terminate the contract pursuant to its terms, then the City would be entitled to a refund of the contract compensation prorated based on the formula listed below:

Year 1 termination	$[\$364,090/60]*X$	Where X = months remaining on the five year contract.
Year 2-5 termination	$[\$164,382.77/48]*X$	

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out

of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

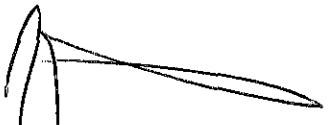
25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

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

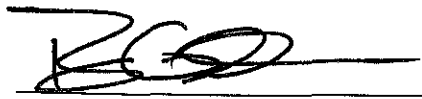
INNOVATIVE INTERFACES, INC.
A California Corporation



NAME: Marina Keating
Vice President

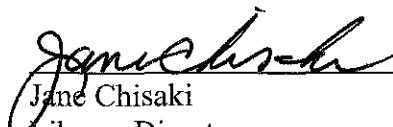
CITY OF ALAMEDA
A Municipal Corporation

Jill Keimach
City Manager



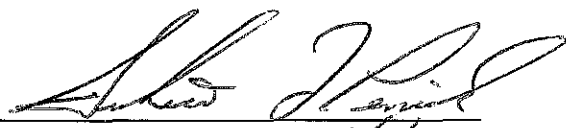
NAME: Bill Gadala
Assistant Treasurer

RECOMMENDED FOR APPROVAL



Jane Chisaki
Library Director

APPROVED AS TO FORM:
City Attorney



Andrico Penick
[Assistant] City Attorney

Exhibit A Fee Schedule



World Headquarters
5850 Shelbourn Way
Emeryville, CA 94608
+1 510 655-6200

POLARIS PRICE QUOTATION

Subscription Solution

ALAMEDA FREE LIBRARY

50 Staff Client Licenses (Polaris DBMS)

May 11, 2016

POLARIS HOSTED SUBSCRIPTION PRICE QUOTATION

<i>Polaris Hosted Subscription System Upfront 5 Year Costs</i>		
Polaris Services	Details below	\$61,355
Polaris ILS Server/Client Software/3 rd Party software Subscription	Details below	\$139,504
Hosting	Virtual Dedicated Hosted Solution	\$78,292
Envisionware RFID	Details Below	\$84,939
Total 5 Year Upfront Costs		\$364,090

<i>Optional Year 6 Hosted Subscription Cost</i>		
Year 6 Subscription	Hosted Subscription (Does not include Envisionware)	\$44,753

Exhibit B

Vendor Installation and Implementation Services

The vendor selected under this RFP will be responsible for the following installation and implementation services:

Installation of Polaris ILS Server license and Staff client licenses

- Polaris ILS Server license, includes:
 - Polaris ILS database (full and documented schema available via Customer Supportal)
 - Z39.50 Server
 - Faceted Searching
 - Relevancy Ranking
 - SMTP for email notification (Library may use existing vendor Talking Tech for the email server)
 - Remote Patron Authentication
 - System Administration (familiar Directory/Tree structure with point-and-click options)
 - Integrated desktop Reports and Notices (with Export to Excel, Word)
- Staff Client license x 50, includes:
 - Find Tool (over 600 search points available)
 - Acquisitions
 - Shopping Cart / Selection List Import (9xx Order Data)
 - Serials Control with MARC Format for Holdings
 - Cataloging with Authority Control
 - MARC validation program
 - Bibliographic and authority records importing interfaces
 - Fully integrated WYSIWYG Label Printing (see/edit before you print)
 - Circulation
 - Offline circulation, inventory and Bookmobile
 - Group holds
 - OCLC Inter Library Loan Interface
 - Record set (bulk change operations for patron, item, authority and bibliographic records)
 - Z39.50 client
 - Extensive online help
- Unlimited PowerPAC Client license includes:
 - Polaris ILS PowerPac supports Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Safari
 - Multiple database searching
 - Z39.50 client
 - Patron authentication

- Credit card payments/donations
- My Account Options: self-registration, search agent alerts, pre-notification of overdues, reading history, formatted title lists (APA, Chicago Manual of style, etc.)
- Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
- eCommerce (using either Payflow Link or Payments Gateway Secure Web Pay)
- Leap
 - The Polaris Leap web application is their mobile app used to perform the most common library functions such as registering new patrons, checking out materials, or placing items on hold. Leap is optimized for a desktop computer, but it can be used on a tablet device that can access a modern Web browser such as an iPad or Surface. It is not designed for mobile phones.
- Polaris Software Optional Products:
 - Collection Agency interface to Unique Management
 - NCIP Integration with OCLC Navigator
 - Outreach Services
 - Self-check interface to 3rd party self-check units x5
 - Carousel Toolkit
 - Children's interface to PAC
 - Community Profiles
 - FeatureIt
 - Mobile PAC
 - Multilingual PAC (language options: Spanish)
 - Polaris Simply Reports x5
 - URL Detective
 - Polaris Application Programming Interface (API) – Site License
 - RFID Interface License
 - Polaris True Serials
 - Polaris Training and Testing Environment
- Third Party Subscription Services
 - EDI for Acquisitions Setup/Training
 - ChiliFresh
 - Reviews
 - Connections – Facebook App
 - Content Café
 - Overdrive Integration
 - TriCerat ScrewDrivers (available in Terminal vs. Concurrent and 32 vs. 64 bit)

Installation of Envisionware RFID solution Envisionware RFID Solution

ENVISIONWARE RFID SOFTWARE SUITE ENTERPRISE SITE LICENSE – Tier 05-09 Buildings (Qty. 3)

- Provides Integration with circulation clients, encoding, tag query, and RFID-enabling of ILS-specific self-service circulation stations as well as control of the Envisionware Media Case controller
 - Integrates with Polaris Staff client and Express Check using Polaris API

ENVISIONWARE DESKPAD RFID READER KIT (Qty. 18)

- Integrated high performance ISO standard RFID Reader/Writer/Pad in acrylic white enclosure. Surface or under-mount.
 - Dimensions: 14.8" x 10.87" x 1.06" (376x276x26.8mm)
 - Output Power: 1W
 - Unidirectional system detects above the surface of the pad but not to the sides or bottom. Even works on metallic surfaces.
 - Universal Power supply, 6ft shielded USB Cable, high quality ferrites and installation accessories

ONESTOP SELF SERVICE CIRCULATION SOFTWARE BUNDLE (Qty. 5)

- Check out, check in, and integrate of other optional self service solutions including fine payment, PC Reservation®, print release, and library account management
- Options: On-screen Virtual Keyboard, Envisionware AIO Desktop, AIO Kiosk Hardware Packages, Envisionware Branch Manager (help requests and email receipts), eCommerce Self Service and Envisionware RFID Software Suite (for RFID implementations)

ENVISIONWARE PROLINE 1-AISLE RFID GATE SYSTEM (Qty. 4)

- High accuracy detection; people counter visible on system, Visual and Audible alarms plus Ethernet integration to Branch Manager software for alerts and people counter data. Requires: AC Power; LAN connection for alerts.

ENVISIONWARE PROLINE 2-AISLE RFID GATE SYSTEM (Qty. 1)

- High accuracy detection; People counter visible on system, Visual and Audible alarms plus Ethernet integration to Branch Manager software for alerts and people counter data.

ENVISIONWARE BRANCH MANAGER (EBM) – ENTERPRISE EDITION (Qty. 1)

- Gate alerts, people counts for gate radar module, email OneStop receipts and more. Required: SIP2 Connection.

Polaris Virtual Private Cloud Services – Hosted Option

Polaris will provide the following on-going services:

Virtual Private Cloud Services	Description
Server & Operating System Software	Production Server, Firewall, Domain Controller, Backup Device, Microsoft Software, Network Switch, Installation & Remote Hands, ARCServe Backup software, Anti-Virus Software
Co-Location Services	Internet Bandwidth – 5Mbps maximum, Power, Cabinet space, IP addresses, Internet Port

Technical Support	Daily Polaris application support (trouble-tickets, calls & email), Polaris Upgrades (version & builds)
Server Administration	<p>Data Center Network & Network Capacity, Data Center Firewall Management, Terminal Server IP Address Filters;</p> <p>Services Monitoring (SPU, Disk & RAM):</p> <ul style="list-style-type: none"> • Server CPU, Disk & RAM • Windows log checks • SQL jobs checks • Internet bandwidth usage • Firewall <p>Server Maintenance:</p> <ul style="list-style-type: none"> • Firmware updates • Driver updates • Windows updates • Anti-Virus updates • Warranty repairs <p>Daily Backups & Offsite Rotation</p>

Remote Desktop Services (Terminal Services)

Remote Desktop Services works by allowing individuals to run on a server, rather than on the user's workstation. Remote Desktop Services simply sends screen images to the user's machine, and the user's machine in turn sends keystrokes and mouse movements back to the server. By doing this, Remote Desktop Services allows clients to run applications that they might otherwise not have the hardware or bandwidth to support. The Remote Desktop Protocol (RDP) has been designed and optimized to give users a good application experience over low-bandwidth connections. Because only keyboard, mouse and screen drawing information is sent over the network, a quality user experience can be attained under very low-bandwidth conditions. The client access device can either be a full rich Windows personal computer, or a thin client.

Requirements:

- Remote Desktop Connection (RDC) client version 6.1 or higher (RDP protocol/version 7 or higher)
- Reliable network connectivity with adequate bandwidth (estimated 20kbps – 30 Kbps per concurrent RDC user) and low end-to-end network latency between the workstation and Windows Terminal Server

USERNAME Convention and PASSWORD Complexity

Access to Polaris Virtual Private Cloud requires a two-stage logon. A user must first logon to the Terminal Server and then must logon to the Polaris application. Usernames for Terminal Server and Polaris user accounts must consist of at least 8 characters. Polaris recommends that the usernames include a user-friendly prefix that makes the username unique to the system or branch. For example, a satisfactory username convention for Public Library System could be plsXXXXX (i.e. plscirc1, plscat07, etc.).

Passwords must be complex. At a minimum, passwords must consist of at least 8 characters including at least one upper or lower case letter and at least one number or special character, and cannot include the library name or username. Polaris strongly recommends that common words should not be used as the password root.

User Management

The Alameda Free Library will be responsible for performing Polaris user account management (add, change, or delete).

Polaris is responsible for management of terminal server accounts.

Virtual Private Cloud Service

The Polaris Virtual Private Cloud Service provides a fully managed application including data center networking and firewall management, Polaris server administration, anti-virus and backup service. Only Polaris server administrators have direct login and administrative access to the backend servers, software and databases supporting the Polaris systems and application.

Virtual Private Cloud Server Maintenance

Polaris reserves the right to perform periodic maintenance on the Virtual Private Cloud servers and service platform. Scheduled weekly maintenance windows will occur every Monday and Thursday between 2:00AM ET and 4:00AM ET. Windows Updates and other service platform updates that may be applied sometimes require device reboots or restarts and therefore temporary service outages may be experienced during these windows. Scheduled maintenance windows for server, firewall and network replacement or repair will occur Thursday's between the hours of 4:00AM ET and 7:00AM ET.

Unscheduled emergency maintenance might need to be performed at any time. When emergency maintenance is required, Polaris will notify the Library and work with the Library to minimize any potential service interruptions.

Virtual Private Cloud Data Security

Polaris Virtual Private Cloud services are currently delivered from a secure SSAE-16 certified Time Warner Cable/Navisite data center located in Syracuse, NY. The data center is a Tier-2 facility (ANSI/TIA-942 Telecommunications Infrastructure Standard for Data Centers) with an excellent track record for reliability that provides backup power, and redundant HVAC and network services. Internet service to the Data Center is provided via redundant ISPs utilizing diverse fiber connections into the facility with dynamic re-routing of data if network links are interrupted. The Data Center environment includes:

- 7x24x365 on-site security personnel and video surveillance
- Biometric palm scanners at all facility entrances
- Card access control at all interior and exterior doors
- Offices/common areas isolated from the data center
- AC power installed to order with N+1 redundancy
- Backup UPS and generators with refueling capabilities for consistent power supply
- Full data-grade HVAC system with N+1 redundancy with 136 tons of cooling active
- Fire protection with early-warning VESDA fire detection system
- FM-200 and CO2 fire suppression system
- Regular system testing and servicing
- Customer IT infrastructure monitored by two redundant NOCs (Andover and India), staffed 7x24x365

- Regular facilities monitoring for all critical electrical components, environmental systems, and security

For Virtual Private Cloud service, Polaris owns and operates the servers utilized to store data and deliver service from the Data Center. Polaris employs network firewalls and anti-virus protection for the service platform. To protect data during network transmission, communications between the library's Polaris client workstations and the VPC Data Center are encrypted via native Remote Desktop encryption and SSL is used to encrypt the Patron Account section of the Polaris PowerPAC. Third-party hardware maintenance providers do not have access to the servers or backup devices without Polaris advance approval and supervision.

Polaris Implementation and Training Services

Implementation Overview

Polaris shall provide implementation services involving project consultation and training. These services shall include, but are not limited to:

- Assigning and Implementation Manager whose role will be to work in conjunction with the library during the implementation phase of the contract.
- Provide trainers to instruct the Library on the operation of the Polaris ILS application/system administration consistent with the provisions set forth below.

Purpose of the Implementation Site Visit

The Implementation Manager will schedule a two-day site visit to discuss the implementation process, policy file creation, data migration issues, project planning, and Staff Client Administration

The Implementation Site Visit requires the participation of the Library's System Administrator as well as representatives from each of the Library's administrative units involved or affected by the implementation of the Polaris ILS.

Training Philosophy and Fees

Train-the-Trainer Approach: Polaris's approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the Library staff. System Administration training is offered as a one-day webinar scheduled on a monthly basis.

Prerequisites: Familiarity with Windows 7, Vista and/or XP Professional is required for all trainees. Up to ten (10) trainees allowed at each training session. Training materials will be provided for each session. Training should take place in a room away from public areas and have the capacity to hold the number of trainees (up to 10) and the Polaris ILS trainer. It is strongly recommended that each trainee have the use of a Library workstation with the Polaris ILS Staff client software installed.

Training Summary

- Implementation Management & Consultation:
 - Implementation process, policy files creation, Data migration issues, On-Going Project planning, and Staff Client System Administration
 - 2 days on-site Project Implementation Visit (includes expenses)
- PAC Branding (2 hour maximum – if additional time is required, that will be quoted separately at the rate of \$200/hour):
 - Enable pre-programmed theme selection;

- Enable predefined set of dashboards selected by the Alameda Free Library
- Resize existing library logo
- 2 Days on-site “Go Live” assistance (includes expenses)
- 4 Days on-site training covering the following subsystems (includes expenses; to occur after system installation and initial database load): PAC, Patron Services, Cataloging
- 1 Day Web-based training covering the Polaris ILS System Administration Interface
- Simply Reports webinar training.

The following restrictions apply to all on-site training:

- A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.
- Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)
- There is a minimum two day charge for all on-site services

Additional Training

Webinars

- Community Profiles
- FeatureIt

Acquisitions

- 2 Days on-site training covering the following subsystems (includes expenses; to occur after system installation and initial database load)

Serials

- 1 Day on-site training covering the following subsystems (includes expenses; to occur after system installation and initial database load)

Post-Implementation Training

- 2 Day on-site follow-up Q&A session with a trainer to discuss Circulation, Acquisitions, Systems Administration, Cataloging, Serials, OPAC, and Reporting.

Data Migration

Migrating existing data such as: patron records (including circulation and fines and fees records), bibliographic records, item records, and authority records and successfully transfer current Horizon ILS circulation parameters (i.e. floating collection, circulating, non-circulating materials, etc.) with the new Polaris ILS.

Bibliographic Records	145,500
Item Records	215,265
Patron Records	59,760
Authority Records	412,000
Source	Horizon Database

Pricing for extraction services assumes the following conditions for access to the database:

Horizon data extraction:

- External IP address of the database server must be provided
- SQL port number must be provided
- Root or administrator login/password must be provided
- Dynix login/password with security level 6 for Cat/Circ and any other modules that will be extracted
- For Unix servers, telnet and FTP access must be provided
- For Windows servers, RDP or pcAnywhere login/password must be provided
- SQL system administrator login/password must be provided
- Trusted firewall access must be provided from a single IP address to be provided by Polaris
- Access to RDP or pcAnywhere on a PC located on the same LAN as the server must be provided, along with the following:
 - Java 1.4 or higher must be installed, or be allowed to be installed on the PC
 - FTP must be permitted in order to allow files to be transferred to/from the PC to/from a location outside the LAN
- Use of VPN is acceptable
- Database name must be provided
- Specification of type of database must be provided
- Available access during all times and days specified by Polaris

Deviations from any or all of these access conditions will result in additional fees being assessed, to be determined on a case-by-case basis.

The Library will accept responsibility for the export of all data files it wishes to migrate to the Polaris Integrated Library System. These files will be provided to Polaris in a format in accordance with the content and format specified in the Polaris Data Migration Guide. This document will be provided at the beginning of your implementation, but may also be requested at any time. Deviation from the specified format may result in additional migration fees. Data will be provided to Polaris through ftp (file transfer protocol) or through a mutually agreed upon tape and tape backup format. The Library will be required to conduct two (2) data extractions – one for an initial test load and then one for a final production load.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2016

DATE (MM/DD/YYYY)

4/21/2016

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 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 Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1379634 Innovative Interfaces, Inc. 5850 Shellmound Way Emeryville CA 94608	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : StarNet Insurance Company		40045
	INSURER B : Berkley National Insurance Company		38911
	INSURER C : Indian Harbor Insurance Company		36940
	INSURER D : Federal Insurance Company		20281
INSURER E : Berkley Regional Insurance Company		29580	
INSURER F :			

COVERAGES 1084520

CERTIFICATE NUMBER: 14018544

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	TCP7003344 - 12	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	TCP7003344 - 12	10/1/2015	10/1/2016	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 DED <input type="checkbox"/> RETENTION \$	N	N	TUL7003346 - 12	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
E	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N	N/A	TWC7003345 - 12	10/1/2015	10/1/2016	<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
C	Technology E&O/Cyber Liability	N	N	MTP 9030774-01	10/1/2015	10/1/2016	\$5M per claim/\$5M Agg/\$50K Ded.
D	Crime	N	N	8240-1562 (Crime)	10/1/2015	10/1/2016	\$500K Limit/\$25K Ded.

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

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers as additional insured in respects to the Commercial General Liability and Auto Liability policies

CITY OF ALAMEDA
Risk Management

Date

5-25-16

[Signature]
Lucretia Akil, City Risk Manager

CERTIFICATE HOLDER

CANCELLATION

14018544

City of Alameda
2263 Santa Clara Avenue
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

[Signature]
Adam D. McDonough

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured - Lessors of Leased Equipment	J.	Good Samaritan Services
B.	Additional Insured - Owners, Managers or Lessors of Premises	K.	Duties in the Event of Occurrence, Office, Claim or Suit
C.	Additional Insured - Vendors	L.	Expected or Intended Injury or Damage (Property Damage)
D.	Additional Insured - Written Contract or Agreement	M.	Medical Payments
E.	Aggregate Limit Per Location	N.	Non-owned Aircraft
F.	Amateur Athletic Participants	O.	Non-owned Watercraft
G.	Bodily Injury Definition	P.	Newly Acquired or Formed Organizations
H.	Broadened Named Insured	Q.	Supplementary Payments
I.	Damage to Property - Borrowed Equipment, Customer Goods, Use of Elevators	R.	Unintentional Omission
		S.	Waiver of Subrogation - Blanket

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed after the equipment lease expires.

B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insured provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises;
or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

C. ADDITIONAL INSURED VENDORS

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendors business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in "your products" made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - e. Demonstration, installation, servicing or repair operations, excepts such operations performed at such vendors premises in connection with the sale of "your products; or
 - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

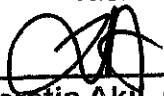
1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

D. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

CITY OF ALAMEDA
Risk Management

 Date 5-25-16
Lucretia Akil, City Risk Manager

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or missions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions or any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

E. AGGREGATE LIMIT PER LOCATION

1. Under Section III - Limits Of Insurance, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

2. Under Section V - Definitions, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. AMATEUR ATHLETIC PARTICIPANTS

Under Section II - Who Is An Insured, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:
 - a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - a. A co-participant, your "employee" or "volunteer worker"; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or

G. BODILY INJURY

Under Section V - Definitions, the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.


GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF SUBROGATION – BLANKET ✓

Under Section IV– Commercial General Liability Conditions, paragraph 8., Transfer of Rights of Recovery Against Others to Us the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

CITY OF ALAMEDA
Risk Management

Date 5-25-16
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM ✓

The following provides a broad range of coverage in addition to that provided by the basic policy. In some instances a higher limit or broader coverage is available. Should the policy indicate broader coverage or higher limits than provided by this endorsement, the broader coverage or higher limits shall apply.

SCHEDULE OF COVERAGES

	Coverage	Limit/Deductible/ Included
A.	Blanket Additional Insured – Lessor When Required By Written Contract	Included
B.	Employees As Insureds	Included
C.	Fellow Employee Coverage	Included
D.	Employee Hired Autos	Included
E.	Extended Coverage Bail Bonds	\$3,000
F.	Extended Coverage – Loss Of Earnings	\$500
G.	Coverage Extension As A Consequence Of Theft Of An Auto Per Day	\$75
	Maximum	\$2,500
H.	Glass Deductible	Included
I.	Rental Reimbursement Number of Days	45
	Limit	\$1,500
J.	Electronic Equipment Coverage	\$1,000
K.	Unintentional Omission Or Disclosure	Included
L.	Knowledge And Notice Of Occurrence	Included
M.	Blanket Waiver Of Subrogation	Included
N.	Blanket Loss Payable Clause	Included

A. BLANKET ADDITIONAL INSURED – LESSOR WHEN REQUIRED BY WRITTEN CONTRACT

1. Coverage

A. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

B. For a "leased auto", **Who Is An Insured** is changed to include as an "insured" any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any written contract you enter into, excluding contracts for professional services, which require you to furnish insurance of the type provided by this policy for a "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions by:

1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

CITY OF ALAMEDA
Risk Management

5-9-5-16
Date
Lucretia Akil, City Risk Manager

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

C. The insurance afforded to these additional insureds applies any "leased auto":

1. During the policy period; and
2. Subsequent to the execution of the written contract or written agreement; and
3. Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

D. The insurance afforded to these additional insureds ends at the earliest of:

1. The expiration of the period of time that the written contract or written agreement requires such insurance to be provided to the additional insured;
2. The lessor or his or her agent takes possession of the "leased auto";
3. The expiration date of this policy.

E. In the event the limits of liability stated in the policy exceed the limits of liability required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of liability required by the written contract or written agreement. This endorsement shall not increase the limits stated in **C. Limits Of Insurance** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

2. Loss Payable Clause

- A. We will pay, as interest may appear, you and the lessor of the "leased auto" for "loss" to a "leased auto".
- B. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- C. If we make any payment to the lessor, we will obtain his or her rights against any other party.

3. Cancellation

- A. Cancellation ends this agreement.
- B. The lessor is not liable for the payment of your premiums.

4. Definitions

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. EMPLOYEES AS INSURED

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons or witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An executive officer or the "employee" designated by you to give such notice, if you are an organization other than a partnership or limited liability company.

M. BLANKET WAIVER OF SUBROGATION

The following is added to A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us under SECTION IV – BUSINESS AUTO CONDITIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization in such contract.

N. BLANKET LOSS PAYABLE CLAUSE

1. We will pay, as interest may appear, you and the loss payee for "loss" to a covered "auto" when the named insured is required by specific written contractual agreement to include such entity as a loss payee.
2. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
3. We may cancel the policy as allowed by the **CANCELLATION** Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. We are not required to provide notice of cancellation or non-renewal to any such loss payee.
4. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN