

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, entered into this 20th day of October, 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Chicago Title Company, a California corporation, whose address is 675 N. First Street, Suite 900, San Jose, CA 95112, (hereinafter referred to as "Chicago Title" or "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 U.S. Army Corps of Engineers ("Army Corps") has offered to transfer fee title of the Alameda side of the Oakland Inner Harbor Title Canal ("Tidal Canal") to the City.
- C. The City desires to accept the offer of transfer under certain terms and conditions and immediately transfer its interest in the Tidal Canal to an identified set of potential purchasers who are the residential and commercial owners of adjacent properties.
- D. In order to facilitate the immediate subsequent transfers, the City proposes to subdivide (prior to the close of escrow and on behalf of the Army Corps), the Tidal Canal into approximately 108 separate parcels. The City will then accept the transfer of the 108 parcels from the Army Corps and immediately transfer most, if not all of them, to the potential purchasers.
- E. The City is in need of a title company to provide title and escrow services in connection with the acquisition and disposal of the Tidal Canal as briefly described above (the "Project").
- F. After an informal solicitation process, the City selected Chicago Title to provide title and escrow services. Chicago Title possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- G. City and Chicago Title desire to enter into an agreement for title and escrow services in connection with the Project.

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 20th day of October 2015, and shall terminate on the 31st day of August 2016, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Chicago Title 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 A as requested. The Chicago Title acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Chicago Title to perform all tasks included therein.

3. COMPENSATION TO CHICAGO TITLE:

Chicago Title shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Exhibit A and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from Tidal Canal Project fund.

Payment will be made by the City in the following manner: During the first week of each month, Chicago Title shall submit a written estimate of the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit A unless mutually agreed upon in writing. Extra work must be approved in writing by the City prior to performance and shall be paid on a Time and Material basis using the Exhibit A schedule.

The total maximum compensation under this Agreement shall not exceed \$60,000 paid prior to close of escrow, plus title premiums and escrow fees paid at close of escrow.

4. TIME IS OF THE ESSENCE:

Chicago Title and City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Chicago Title agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals 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 nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Chicago Title hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Chicago Title, 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 Chicago Title'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 Chicago Title, 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 fees due Chicago Title. Payments of the above items, if required, are the responsibility of Chicago Title.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Chicago Title 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. Chicago Title 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 Chicago Title.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Chicago Title agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Chicago Title or Chicago Title'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. Chicago Title agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Chicago Title shall indemnify, defend, and hold harmless 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 Chicago Title'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 Chicago Title, Chicago Title shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Chicago Title. However, Chicago Title shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

10. INSURANCE:

On or before the commencement of services under this Agreement, Chicago Title shall furnish City with certificates showing the type and amounts, of coverage, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Chicago Title will provide to the City of Alameda 30 days advance notice of cancellation or non-renewal, except where all required coverage remains continuously in force under replacement or renewal policies of an essentially similar nature. It is agreed that Chicago Title 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 holding minimum A.M. Best Financial Strength Ratings of A (VIII) or is otherwise 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. The insurance covered by this Section shall not limit Chicago Title's indemnification obligation in Section 9.

A. COVERAGE:

Chicago Title 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:

Commercial 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

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

If Chicago Title 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 Chicago Title's name or as an agent of the Chicago Title and shall be compensated by the Chicago Title 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 the commercial general liability and automobile

liability insurance coverages, except with respect to the sole negligence of the Additional Insured. 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 Chicago Title. Chicago Title is advised to consult its insurance broker to determine adequate coverage for Chicago Title.

11. PROHIBITION AGAINST TRANSFERS:

Chicago Title 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 City. 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 by Chicago Title from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Chicago Title.

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

12. PERMITS AND LICENSES:

Chicago Title, 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 services hereunder.

13. REPORTS:

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

No report, information nor other data given to or prepared or assembled by Chicago Title pursuant to this Agreement shall be made available to any individual or organization by Chicago Title without prior approval by City.

Chicago Title shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

14. RECORDS:

Chicago Title shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Chicago Title shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Chicago Title shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, 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 for a period of three years after receipt of final payment.

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 contract or failure to act in good faith, then Chicago Title shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

15. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Chicago Title to City shall be addressed to City at:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue, Rm 280
Alameda, CA 94501
Attn: Andrico Q. Penick, Assistant City Attorney
Ph: (510) 747-4763 / Email: apenick@alamedacityattorney.org

All notices, demands, requests, or approvals from City to Chicago Title shall be addressed to Chicago Title at:

Chicago Title Company
675 N. First Street, Suite 900
San Jose, CA 95112

Attn: Scott F. Schilling
Senior Vice President – Director of Builder Services and Special Projects
Ph: (408) 209-8086 / Email Scott.Schilling@ctt.com

16. LAWS TO BE OBSERVED:

Chicago Title shall keep itself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

17. SAFETY:

Chicago Title will be solely and completely responsible for conditions of all vehicles owned or operated by Chicago Title in connection with this Agreement, including safety of all persons and property during performance of the services under this Agreement. This requirement will apply continuously and not be limited to normal working hours. Safety provisions will conform to 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 requirement will be followed. Chicago Title'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.

Chicago Title 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 Chicago Title 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 Chicago Title's employee(s) involved in the incident; (iii) name and address of Chicago Title's liability insurance carrier; (iv) a detailed description of the incident; and (v) a Police Report.

18. TERMINATION:

In the event Chicago Title fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Chicago Title shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Chicago Title from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Chicago Title written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Chicago Title as provided herein. Upon termination of this Agreement, 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.

19. COMPLIANCES:

Chicago Title shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

20. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting 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.

21. INTEGRATED CONTRACT:

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 Chicago Title.

22. 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.

CHICAGO TITLE COMPANY
A California Corporation



Scott F. Schilling
Senior Vice President -
Director of Builder Services and
Special Projects Unit

CITY OF ALAMEDA
A Municipal Corporation



Elizabeth D. Warmerdam
Interim City Manager

APPROVED AS TO FORM:
City Attorney



Andrico Q. Penick
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CHICAGO TITLES FORM
B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

SAMPLE
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF:

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

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CHICAGO TITLE COMPANY

675 N. First St., Suite 900, San Jose, CA 95112 • Tel (408) 209-8086 • scott.schilling@ctt.com; elise.bassett@fnf.com

Alameda Inner Harbor Tidal Canal Proposal

Revised August 10, 2015

Via Email

City of Alameda

In Care of: Andrico Q. Penick

Assistant City Attorney

(510) 747-4763 (direct)

APenick@AlamedaCityAttorney.org

RE: Alameda Side of the Oakland Inner Harbor Tidal Canal Title Work

Dear Andrico:

We are pleased to provide the following quote for title and underwriting services to assist in the transfer of the fee simple interests in several soon to be mapped parcels along the Alameda shoreline of the Oakland Inner Harbor Tidal Canal ("Tidal Canal"), in connection with their acquisition by the City and immediate sale to the adjacent property owners. The location of this project is the 1.8 mile long, 400' wide portion of the waterway between Oakland and Alameda, CA. A reference address to one of the adjacent residential fee owners in APN: 69-130-221 2801 Marina Dr., Alameda, CA 94501.

A. Description of Services/Estimated Fees

With the project information provided to date, we would recommend the following phases of work:

Phase 1: Initial Title Work

1. Attend Kick-Off Meeting – **No Charge**
2. Perform title work and provide a Preliminary Title Report (PTR), and ePre (PTR with hyperlinks to underlying documents) for the 400' wide property. **\$3k-\$5 TBD**
3. Provide a 300' radius map and mailing list of subject property to verify fee ownership of all residential and commercial adjacent properties. – **No Charge**
4. Prepare a spreadsheet with all adjacent ownership information included. - **\$1,650**
5. Provide a Lot Book Guarantee for each adjacent property owner, at this time estimated to be 93 residential and 14 commercial properties, to verify ownership. - **\$450/Lot**

Phase 2: Mapping

1. Map review and recordation. - **\$2,500**
2. Provide Subdivision Guarantee. - **\$750**

CHICAGO TITLE COMPANY

675 N. First St., Suite 900, San Jose, CA 95112 • Tel (408) 209-8086 • scott.schilling@ctt.com; elise.bassett@fnf.com

Phase 3: Escrow and Closing

1. Record grant deeds from City to adjacent Owners. – See 3 below.
2. Issue CLTA policy for liability amount TBD
3. Provide escrow fees for recording lots, and provide CLTA policies for owners if desired. -
\$450/Lot for escrow services, CLTA fees TBD

Estimated Total:

***Fees Do Not Include:**

Third party or out of office signing services

Lender payoff or demand fees

Transfer Tax

Other governmental fees or charges

Endorsements

Courier Fees

In Care of: Andrico Penick

Date

Sincerely,

Scott F. Schilling

Senior Vice President – Director of Builder Services and Special Projects Unit

FNTG Group of Companies

675 N. First Street, Suite 900

San Jose, CA 95112

(408) 209-8086

Scott.schilling@ctt.com

CC: Elise Bassett, MaryPat Noeker



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/29/2015

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 Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE: (A/C, NO, EXT): 877-945-7378 FAX: (A/C, NO): 888-467-2378 E-MAIL: ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Ins. Co. NAIC#: 19682-001 INSURER B: Continental Casualty Company 20443-002 INSURER C: Trumbull Insurance Company 27120-001 INSURER D: Allianz Insurance Company 35300-001 INSURER E: INSURER F:
INSURED Fidelity National Financial, Inc. and its Subsidiaries, Attn: Risk Mgmt Dept 601 Riverside Ave, Bldg 5 Jacksonville, FL 32204	

COVERAGES

CERTIFICATE NUMBER: 23692766

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		20CSEC90920	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP 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"/> HIRED AUTOS <input checked="" type="checkbox"/> Phy Dam Se lf-Insured <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		20CSEC90921	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			L6011818715	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AOS 20WNC90918	1/1/2015	1/1/2016	<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
D	Bldgs/BPP/B.I. Special W/EQ/FL Property Quota Share			CLP3015505	1/1/2015	1/1/2016	Loss Limit: \$200,000,000 Valuation Property Damage Replacement Cost

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

NAMED INSURED(S):

Chicago Title Company

See attached for additional information:

CITY OF ALAMEDA
Risk Management

Date 10-5-15
Lucretia Hill, City Risk Manager

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
Alameda City Hall
Attn: Assistant City Attorney
2263 Santa Clara Avenue, Rm 280
Alameda, CA 94501

AUTHORIZED REPRESENTATIVE

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

Coll:4774891 Tpl:1908046 Cert:23692766 © 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED Fidelity National Financial, Inc. and its Subsidiaries Attn: Risk Mgmt Dept 601 Riverside Ave, Bldg 5 Jacksonville, FL 32204	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Property \$200,000,000 Limit Quota Share
Carrier & Policy Number

Participation Percentage

Allianz #CLP3015505	15% of \$200M
Liberty Mutual Fire #MJ2L9L448030015	10% of \$200M
Zurich American #PPR489174105	17.5% of \$200M
Ace American Ins #CXD37839000004	25% of \$200M
Westport #NAP045198903	25% of \$200M
AIG Europe #B080116592U15	7.5% of \$200M

Special including Wind/Earthquake/Flood
Valuation - Property Damage Replacement Cost

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under the commercial general liability and automobile liability insurance coverages, with respect to liability caused in whole or in part by Chicago Title under this Agreement.

Policy Number: 20CSEC90920

Effective Date: 1/1/2015



Named Insured and Address Chicago Title Company
601 Riverside Ave, Bldg 5, Jacksonville, FL 32204

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.


SCHEDULE

Name of Person or Organization:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under the commercial general liability and automobile liability insurance coverages, with respect to liability caused in whole or in part by Chicago Title under this Agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule as an Insured by only with respect to liability arising out of your operations or premises owned by or rented to you.

CITY OF ALAMEDA
Risk Management

Date 10-1-15
Lucretia Akil, City Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):


City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under the commercial general liability and automobile liability insurance coverages, with respect to liability caused in whole or in part by Chicago Title under this Agreement

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

This endorsement is executed by the company designated below
Hartford Fire Ins. Co.

Effective Date: 1/1/2015 Expiration Date: 1/1/2016
For attachment to Policy No. 20CSEC90921

Issued to Fidelity National Financial, Inc. and its Subsidi

CITY OF ALAMEDA
Risk Management

Date 10-1-15
Lucretia Akil, City Risk Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2015

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 Willis of New York, Inc. 200 Liberty Street, 6th Floor New York NY 10281	CONTACT NAME: W Fleenor
	PHONE (A/C, No Ext): 813-490-6843
	FAX (A/C, No):
	E-MAIL ADDRESS: wendy.fleenor@willis.com
	PRODUCER CUSTOMER ID #
	INSURER(S) AFFORDING COVERAGE
	NAIC#
INSURED Chicago Title Company and its Subsidiaries Corporate Risk Management Department 601 Riverside Avenue, Bldg 5 Jacksonville FL 32204	INSURER A : Houston Casualty Company
	INSURER B : Lloyds
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS-COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY(Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY(Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$
A B	OTHER Errors & Omissions/Cyber Risk Fidelity Bond/Computer Crime Policy			14MG15A12242 W131B9150301	1/2/2015 1/2/2015	1/2/2016 1/2/2016	Limit Per Claim - \$10M / Annual Agg - \$10M Limit Per Claim - \$25M / Annual Agg - \$50M

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

Evidence of E&O and Crime Insurance for all locations and operations of Chicago Title Company and its subsidiaries anywhere in the world. E&O includes Professional and Technology Liability and Cyber Risk Coverage

CERTIFICATE HOLDER

City of Alameda
Alameda City Hall
Attn: Assistant City Attorney
2263 Santa Clara Avenue, Rm 280
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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 20 WN C90918

Endorsement Number: 9

Effective Date: 01/01/2015 Effective hour is the same as stated on the Information Page of the policy.


Named Insured and Address: FIDELITY NATIONAL FINANCIAL, INC.
601 RIVERSIDE AVENUE, BUILDING 5
JACKSONVILLE, FL 32204

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

CITY OF ALAMEDA
Risk Management

Date 10-5-15
Lucretia Akil, City Risk Manager



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)


This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10)

days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

CITY OF ALAMEDA
Risk Management

Date 10-5-15
Lucretia Akil, City Risk Manager



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.


NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term

CITY OF ALAMEDA
Risk Management

Date 10-5-15
Lucretia Akil, City Risk Manager