AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 11th day of December, 2017, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and Susan G. Mayer, an Individual, whose address is 2443 Fair Oaks Blvd., PMB 386, Sacramento, CA 95826 (the "Provider"), is made with reference to the following:

RECITALS:

- A. On December 11, 2017, an agreement was entered into by and between City and Susan G. Mayer, (hereinafter "Agreement") with compensation not to exceed \$74,998.
- B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

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

The term of this Agreement shall commence on the 11th day of December 2017, and shall terminate on the 31th day of March 2019, unless terminated earlier as set forth in the Agreement.

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

The total compensation for the work under this Amendment is not to exceed \$50,000 and the total compensation for the Agreement is not to exceed \$124,998

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

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

Signatures on following page

Susan Mayer, CPFO An Individual CITY OF ALAMEDA A Municipal Corporation

Susan Mayer

Municipal Finance Consultant

Elizabeth D. Warmerdam Acting City Manager

RECOMMENDED FOR APPROVAL:

Elena Adair Finance Director

APPROVED AS TO FORM:

City Attorney

Alan Cohen

Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

KM R001 DATE (MM/DD/YYYY) 6/4/2018

THIS CERTIFICATEIS 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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). NAME: PHONE (A/C, No): (888) 443-6112 CAMICO SERVICES INC/PHS (A/C, No, Ext): (866) 467-8730 141555 P: (866) 467-8730 F: (888) 443-6112 ADDRESS NAIC# PO BOX 33015 INSURER(S) AFFORDING COVERAGE 11000 INSURERA: Sentinel Ins Co LTD SAN ANTONIO TX 78265 INSURED INSURER B: INSURER C SUSAN G. MAYER INSURER D 2443 FAIR OAKS BLVD PMB 386 INSURER E : SACRAMENTO CA 95825 INSURER F : **REVISION NUMBER: COVERAGES CERTIFICATE 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. ADDL SUBR INSR WVD POLICY EFF POLICY EXP POLICY NUMBER LIMITS TYPE OF INSURANCE (MM/DD/YYYY) MM/DD/YYYY) \$2,000,000 EACH OCCURRENCE **COMMERCIAL GENERAL LIABILITY** DAMAGE TO RENTED CLAIMS-MADE | X OCCUR \$1,000,000 PREMISES (Ea occurrence) 05/18/2019 Х Х 57 SBU BC9108 05/18/2018 \$10,000 Α Х General Liab MED EXP (Any one person) \$2,000,000 PERSONAL & ADV INJURY 4,000,000 **GENERAL AGGREGATE** GEN'L AGGREGATE LIMIT APPLIES PER: PRO- X LOC PRODUCTS - COMP/OP AGG \$4,000,000 POLICY OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED **BODILY INJURY (Per accident)** AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE AUTOS ONI Y AUTOS ONLY (Per accident) **UMBRELLA LIAB** OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? N/ A E.L. DISEASE- EA EMPLOYEE (Mandatory In NH) es, describe under E.L. DISEASE - POLICY LIMIT **DESCRIPTION OF OPERATIONS below** DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. Please see Additional Remarks Schedule Acord Form 101 attached. CERTIFICATE HOLDER **CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED City of Alameda BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE Public Works Department DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** Alameda Point, Building 1 Sugar & Castaneda 950 W MALL SQ STE 110 ALAMEDA, CA 94501

AGENCY CUSTOMER ID:	
LOC#:	



ADDITIONAL REMARKS SCHEDULE

Page ____ of __

AGENCY		NAMED INSURED
CAMICO SERVICES INC/PHS	1	
POLICY NUMBER		SUSAN G. MAYER
SEE ACORD 25		2443 FAIR OAKS BLVD PMB 386
CARRIER	NAIC CODE	SACRAMENTO CA 95825
SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The City of Alameda, its City Council, Boards and Commissions, Officers & Employees are additional insured per Additional Insured: Owners, Lessees, or Contractors; Scheduled Person or Organization Form SS4170 and Additional Insured: Owners, Lessees or Contractors; Completed Operations form SS4171, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder, Severability of Interest Insurance applies separately to each interest against whom claim is made or suit is brought and Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.

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INSU	Susan Mayer			INSURER A:	INSURER A: Mercury Casualty Company					
				INSURER B:	INSURER B:					
	2443 Fair Oaks Blvd Pmb 386				INSURER C:					
	Sacramento, CA 95825-7684									
<u></u>	VER		L		INSURER E:	· · · · · · · · · · · · · · · · · · ·				
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		_	COMMERCIAL GENERAL LIABILITY				PREMISES (Ea occurence)	\$		
		-	CLAIMS MADE OCCUR				MED EXP (Any one person) PERSONAL & ADV INJURY	\$		
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<u> </u>	OTH		PROVISIONS below			 	E.L. DISEASE - POLICY LIMIT	\$		
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CF	RTIF	CA.	TE HOLDER		CANCELLA	TION				
CERTIFICATE HOLDER City of Alameda its City Council, boards and commissions, officers & employees 2263 Santa Clara Avenue Alameda, CA 94501				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL						
}					AUTHORIZED RE	AUTHORIZED REPRESENTATIVE Jessica Romero (JER)				

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:
This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

- 4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR - DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

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 the operations
contemplated by such contract. The waiver applies only to the person or
organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

- e. Anywhere in the world if:
 - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDM/YY) 06/05/2018

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

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