

**AMENDMENT NO. 6
TO THE AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ACCELA, INC.**

THIS AMENDMENT NO. 6 to Agreement No. A-11132 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accela, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement No. A-11132 with County on March 25, 2008 (hereinafter, "Agreement") to provide professional services to implement, host, and maintain the Accela Automation software product (hereinafter, "services") through December 31, 2012 for an amount not to exceed \$1,791,726.95; and

WHEREAS, Agreement was amended by the Parties on January 2, 2013 (hereinafter, "Amendment No. 1") to extend the term for three (3) additional months through March 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 8, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provision) to extend the term for three (3) additional years through March 30, 2016 and to increase the amount by \$623,742.54 which resulted in a total not to exceed amount of \$2,415,469.49; and

WHEREAS, Agreement was amended by the Parties on January 28, 2015 (hereinafter, "Amendment No. 3", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the amount by \$25,021.21 which resulted in a total not to exceed amount of \$2,440,490.70 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on October 19, 2015 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Scope of Services/Payment Provisions) to increase the amount by \$4,560.00 which resulted in a total not to exceed amount of \$2,445,050.70 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on March 30, 2016 (hereinafter, "Amendment No. 5", including Exhibit A-4 – Scope of Services/Payment Provisions) to extend the term for three (3) additional years through March 30, 2019 and to increase the amount by \$687,341.70 which resulted in a total not to exceed amount of \$3,132,392.40; and

WHEREAS, the Parties desire to continue with the Accela Automation software product through June 30, 2019; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

Amendment No. 6 to Agreement No. A-11132
Accela, Inc.
Implementation, Hosting and Maintenance of the Accela Automation Software Product
RMA – Planning and Building Services
Term: March 31, 2008 – June 30, 2019
Not to Exceed: \$3,192,139.96

WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional months to June 30, 2019 and to increase the amount by \$59,747.56 for a total amount not to exceed \$3,192,139.96 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 6.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2, "Performance of the Agreement", by adding "Exhibit A-5, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications" (Attachment J).
2. Amend the first sentence of Section 2.0, "Term of Agreement", to read as follows:

The term shall commence March 31, 2008 through and including June 30, 2019.
3. Amend Item 4.1 of Section 4.0, "Compensation and Payments", by adding "4.1.8, Exhibit A-5 within Attachment J".
4. Amend Item 4.2 of Section 4.0, "Compensation and Payments", to read as follows:

The total of this AGREEMENT shall not exceed \$3,192,139.96 during the term of the AGREEMENT.
5. Amend Item 11.3.2, "Business automobile liability insurance", of Section 11.0, "Insurance", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
6. Amend "TO THE COUNTY" information under Section 12; "Notices", to read as follows:

Jackson Dy, Departmental Information Systems Manager
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Telephone: (831) 755-5194
Email: dyjl@co.monterey.ca.us

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7. Amend the first sentence of Section 2.0, "System Administration and Security", of Attachment B, "Hosting Agreement", to read as follows:

From the effective date of the AGREEMENT through June 30, 2019, the Hosted Applications will be hosted by CONTRACTOR on CONTRACTOR-owned equipment at a physically-secure commercial hosting facility with responsibility assumed by CONTRACTOR.

8. Amend Section 5.0, "Hosting Fee", of Attachment B, "Hosting Agreement", to read as follows:

In exchange for the Hosting Services described herein, County shall pay CONTRACTOR, over the initial term of the contract (5 years) in the amount of \$375,000 and the first extended term of the contract (3 years) in the amount of \$239,884.90, the second extended term of the contract (3 years) in the amount of \$269,292.06, and \$23,408.48 for the third extended term of the contract (3 months), for a total Hosting Fee not to exceed a total of \$907,585.44.

9. Amend Section 1.0, "Professional Services", of Attachment C, "Services Agreement", to read as follows:

CONTRACTOR shall provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work (SOW) in Attachment A; maintenance and modifications described in Exhibit A-1, Scope of Services/Payment Provisions for Accela Automation Maintenance and Modifications in Attachment F; the purchase, maintenance and hosting of ten (10) additional licenses described in Exhibit A-2, Scope of Services/Payment Provisions for Accela Automation Maintenance in Attachment G; report training described in Exhibit A-3, Scope of Services/Payment Provisions in Attachment H; maintenance and hosting described in Exhibit A-4, Scope of Services/Payment Provisions in Attachment I; and maintenance and hosting described in Exhibit A-5, Scope of Services Payment Provisions in Attachment J.

10. Amend Paragraph 3.1, "Maintenance Fees", of Section 3.0, "Compensation", of Attachment E, "Maintenance Agreement", to read as follows:

In exchange for the Maintenance Services described hereinabove, County will pay to CONTRACTOR the amounts indicated in Exhibit A within Attachment E of the Agreement, Exhibit A-1 within Attachment F of the Agreement, Exhibit A-2 within Attachment G of the Agreement, Exhibit A-4 within Attachment I of the Agreement, and Exhibit A-5 within Attachment J of the Agreement.

11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
12. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 6 to Agreement No. A-11132
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13. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Accela, Inc.
Contractor's Business Name

Date: 3-29-19

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: _____
(Print Name and Title)

By: [Signature]
Brian P. Briggs
Deputy County Counsel

Date: _____

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: 3-18-15

Its: Maximilian Schnoedl, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 3/14/2019

Date: 3-18-19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. IF CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. IF CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No. 6 to Agreement No. A-11132
Accela, Inc.
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COUNTY OF MONTEREY

CONTRACTOR*

By:

Contracts/Purchasing Officer

Accela, Inc.

Contractor's Business Name

Date:

By:

Mitch Kwisin

(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its:

REGIONAL VICE PRESIDENT

(Print Name and Title)

By:

Brian P. Briggs
Deputy County Counsel

Date:

3-19-2019

Date:

By:

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions

Its:

(Print Name and Title)

By:

Auditor/Controller

Date:

Date:

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:

Name:

Title:

Date:

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Amendment No. 6 to Agreement No. A-11132

Accela, Inc.

Implementation, Hosting and Maintenance of the Accela Automation Software Product

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COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Accela, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: _____
(Print Name and Title)

By: _____
Brian P. Briggs
Deputy County Counsel

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: _____

Its: Maximilian Schnoedl, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 3/14/2019

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

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**EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

ATTACHMENT J

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Accela, Inc., hereinafter referred to as "CONTRACTOR"

The purpose of this Exhibit A – 5 is to extend CONTRACTOR's maintenance and hosting services for three (3) additional months.

A. License Modification: Maintenance and Hosting Term

1. **Deliverables and Compensation:** Software maintenance and managed (hosting) services will be extended an additional three (3) months, commencing March 31, 2019 through June 30, 2019, under the following terms:

Item / SKU	Description	Quantity	Amount
MR100ALMM120601	Accela Land Management Annual Maintenance and Support Renewal	150	\$21,059.72
MR100AMOM120601	Accela Mobile Office Annual Maintenance and Support Renewal	30	\$6,538.44
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	3	\$2,738.84
MR100GISM120601	Accela GIS Annual Maintenance and Support Renewal	150	\$6,002.08
MR100AAX0000002	Accela Managed Service Fees – Bundle Renewal (Hosting)	1	\$23,408.48

Three (3) month Additional Term Annual Maintenance and Managed Service fees cover the period of March 31, 2019 through June 30, 2019 and are due on March 31, 2019.

TOTAL COST FOR LICENSE MAINTENANCE AND HOSTING

\$59,747.56

B. Payment Provisions

The total amount of additional services provided under Amendment No. 6 to the Agreement shall not exceed \$59,747.56.

**EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR
ACCELA AUTOMATION MAINTENANCE AND MODIFICATIONS**

PAYMENT PROVISIONS

Invoices for maintenance implementation under Amendment No. 6 to the Agreement shall be submitted at the initiation of the maintenance period and shall identify the maintenance period being implemented. All invoices shall include the following:

1. Invoice Coversheet:
Amendment No. 6 to Agreement with Accela, Inc. for Accela Automation Software Maintenance and Modifications

Date: _____ Invoice No. _____

Original Agreement Term: March 31, 2008 – December 31, 2012

Original Agreement Amount: \$ 1,791,726.95

Amendment No. 1: Extension of Term to March 31, 2013

Amendment No. 2: \$ 623,742.54
Extension of Term to March 30, 2016

Amendment No. 3: \$ 25,021.21

Amendment No. 4: \$ 4,560.00

Amendment No. 5: \$ 687,341.70
Extension of Term to March 30, 2019

Amendment No. 6: \$ 59,747.56
Extension of Term to June 30, 2019

Total Agreement Amount: \$ 3,192,139.90

For Amendment No. 5:

This Invoice:	A.	1.	Three (3) month Additional Term Annual Maintenance and Managed Service fees (March 31, 2019 to June 30, 2019)	\$ 59,747.56
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Grand Total:	\$59,747.56
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Remaining Balance \$ _____

Approved as to Work/Payment: _____
Jackson Dy, Departmental Information Systems Manager Date

Invoice Billing:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 4.0, "Compensation and Payments", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*2670, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2019

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABD Insurance & Financial Services 3 Waters Park Drive, Suite 100 San Mateo, CA 94403 www.theabdteam.com	CONTACT NAME: Cert Request PHONE (A/C No. Ext): 650-488-8565 E-MAIL ADDRESS: TechCertRequest@theabdteam.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Accela, Inc. 2633 Camino Ramon Suite 500 San Ramon, CA 94583	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Chubb Indemnity Insurance Company	12777
	INSURER C: AIG Specialty Insurance Company	26883
	INSURER D:	
	INSURER E:	

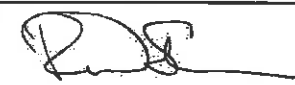
COVERAGES **CERTIFICATE NUMBER:** 47066071 **REVISION NUMBER:**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		3604-91-08	9/1/2018	9/1/2019	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 - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		7359-95-44	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	7175-62-53	9/1/2018	9/1/2019	<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	Errors & Omissions w/ Cyber			01-881-37-41	9/1/2018	9/1/2019	Limit: \$1,000,000 Occurrence \$2,000,000 Aggregate

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

RE: All Operations of the Named Insured.
 County of Monterey is additional insured as respects General Liability and Automobile Liability but only to the extent required by written contract or written agreement. General Liability is Primary and Non-Contributory.

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901	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  Rod Sockolov
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Liability Insurance

Endorsement

Policy Period 9/1/2018 TO 9/1/2019

Effective Date 9/1/2018

Policy Number 3604-91-08

Insured Accela, Inc.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued 2/14/2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the 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 an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

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

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS OF SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US OF SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.