

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and GOVERNMENTJOBS.COM, INC. (d/b/a “NEOGOV”), a California corporation (“Consultant”) is effective as of the 15th day of August, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated August 15, 2019 (“Agreement”), whereby Consultant agreed to provide certain software subscription services to City relating to recruitment and selection of employment candidates.

B. Pursuant to Section 3.4 of the Agreement, the initial three-year term of the Agreement is scheduled to expire on August 15, 2022, and the City has the option to extend the term of the Agreement for one additional two-year extension period.

C. City and Consultant now desire to amend the Agreement to exercise the City’s option to extend the term of the Agreement for one additional two-year extension period, thereby extending the term expiration date from August 15, 2022 to August 15, 2024, with compensation for the extension period not to exceed \$14,701.92 per year (\$29,403.84 total) as provided in Section III of Exhibit “C” of the Agreement. Accordingly, the City and Consultant also desire to amend the Agreement to increase the Contract Sum by \$29,403.84, from \$44,105.76 to \$73,509.60.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text is shown in *bold italics*, deleted text in ~~strikethrough~~).

A. Section 2.1 (“Contract Sum”) is hereby amended as follows:

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for the ~~initial three year~~ term of this Agreement, ~~from August 15, 2019 to August 14, 2022,~~ shall not exceed *Seventy-Three Thousand Five Hundred Nine Dollars and Sixty Cents (\$73,509.60)* ~~Forty-Four Thousand, One Hundred Five Dollars and Seventy-Six Cents (\$44,105.76)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. ~~In the event the City exercises its option to extend the term of the Agreement for the additional two-year period pursuant to Section 3.4, the total compensation, including reimbursement for actual expenses, for said two-~~

year option period shall not exceed ~~Twenty Nine Thousand, Four Hundred Three Dollars and Eighty Four Cents (\$29,403.84).~~”

B. Section 3.4 (“Term”) is hereby amended as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ~~for until completion of the services but not exceeding five (5) three (3) years~~ from the date hereof. ~~City, at its sole option, may elect to extend the term of this Agreement for one additional two-year extension period, by delivering written notice to Consultant of such election not less than thirty (30) days prior to expiration of the initial term of this Agreement.”~~

follows: C. Section III of Exhibit “C” (“Schedule of Compensation”) is hereby amended as follows:

“III. The total compensation for the Services shall not exceed the following annual amounts:

Contract Year	Not-to-Exceed Amount
1 (August 15, 2019 – August 14, 2020)	\$14,701.92
2 (August 15, 2020 – August 14, 2021)	\$14,701.92
3 (August 15, 2021 – August 14, 2022)	\$14,701.92
<i>Total (Initial Three Year Term)</i>	<i>\$44,105.76</i>
(Optional) Extension Period Year	Not-to-Exceed Amount
4 + (August 15, 2022 – August 14, 2023)	\$14,701.92
5 ± (August 15, 2023 – August 14, 2024)	\$14,701.92
<i>Total (Optional Extension Period)</i>	<i>\$29,403.84</i>

follows: D. Section V of Exhibit “C” (“Schedule of Compensation”) is hereby amended as follows:

“V. The total compensation for the Services shall not exceed ~~\$44,105.76~~ **\$73,509.60** as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation


Lula Davis-Holmes, Mayor

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk



APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

GOVERNMENTJOBS.COM, Inc., a California corporation

By: 
Name: Shane Evangelist
Title: CEO & President

By: 
Name: Alex Chun
Title: CFO
Address: 2120 Park Place, Suite 100
El Segundo, CA 90245

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2022

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 Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	CONTACT NAME: Cert Request	
	PHONE (A/C, No, Ext): 650-488-8565	FAX (A/C, No):
	E-MAIL ADDRESS: TechCertRequest@newfront.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED GovernmentJobs.com, DBA NEOGOV 2120 Park Pl, Suite 100 El Segundo CA 90245	INSURER A : Berkley National Insurance Company	38911
	INSURER B : Berkley Regional Insurance Company	29580
	INSURER C : Steadfast Insurance Company	26387
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 70565021

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCP 7011473	9/25/2022	9/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TCA 7011474	9/25/2022	9/25/2023	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"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TWC 7011475	9/25/2022	9/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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/Cyber			EOC 6219893 - 03	9/25/2022	9/25/2023	Limit : \$5,000,000

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.
 City of Carson, its elected and appointed Officers, Employees, Volunteers and Agents are included as additional insureds as respects to General Liability and Automobile Liability, but only to the extent required by written contract or written agreement. General Liability is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Carson 701 E. Carson Street Carson, CA 90745	INSURANCE APPROVED <i>RG</i> 10/12/2022	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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ACORD 25 (2016/03)

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COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULE OF COVERAGES

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

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

1. Coverage

- A. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- B. For a "leased "auto", **Who Is An Insured** is changed to include as an "insured" any person or organization to whom you become obligated to include as an additional insured under this policy as a result of any written contract you enter into, excluding contracts for professional services, which require you to furnish insurance of the type provided by this policy for a "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

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- C. The insurance afforded to these additional insureds applies any "leased auto":
1. During the policy period; and
 2. Subsequent to the execution of the written contract or written agreement; and
 3. Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.
- D. The insurance afforded to these additional insureds ends at the earliest of:
1. The expiration of the period of time that the written contract or written agreement requires such insurance to be provided to the additional insured;
 2. The lessor or his or her agent takes possession of the "leased auto";
 3. The expiration date of this policy.
- E. In the event the limits of liability stated in the policy exceed the limits of liability required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of liability required by the written contract or written agreement. This endorsement shall not increase the limits stated in **C. Limits Of Insurance** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

2. Loss Payable Clause

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

3. Cancellation

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

4. Definitions

As used in this endorsement:

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

B. EMPLOYEES AS INSURED

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

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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.

C. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE** does not apply. This coverage is excess over any other collectable insurance.

D. EMPLOYEE HIRED AUTOS

1. Changes in Liability Coverage

The following is added to the **Who Is An Insured** Provision:

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.

2. Changes in General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form, is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. 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".

E. EXTENDED COVERAGE – BAIL BONDS

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.2.a.(2) is deleted and replaced by the following:

- (2) We provide up to the limit shown in the Schedule of Coverages above, for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. EXTENDED COVERAGE – LOSS OF EARNINGS

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) We provide up to the limit shown in the Schedule of Coverages above, all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings because of time off work.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN AUTO

4. **Coverage Extensions, a. Transportation Expenses** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted in its entirety and replaced by the following:

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

a. Transportation Expenses

We provide up to the limits shown in the Schedule of Coverages above, 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".

H. GLASS DEDUCTIBLE

1. Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, item D, Deductible is deleted in its entirety and replaced by the following:

a. Deductible

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

I. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule of Coverage above.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. The limit shown in the Schedule of Coverage above.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only the amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE** Coverage Extension.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

J. ELECTRONIC EQUIPMENT COVERAGE

The following is added to **Paragraph A.4. Coverage Extensions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Physical Damage Coverage on a covered “auto” also applies to “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound, subject to the following additional provisions:

1. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of the “loss” or the equipment is removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.
2. Coverage also applies to antennas and other accessories necessary for the use of the electronic equipment described in paragraph **C.1.** above. However, this does not include tapes, records or discs.
3. The most we will pay for all “loss” to such audio, visual or data electronic equipment and any accessories used with that equipment as a result of any one “accident” is the lesser of:
 - a. The actual cash value of the damaged or stolen electronic equipment and/or its accessories as of the time of the “loss”;
 - b. The cost of repairing or replacing the damaged or stolen electronic equipment and/or its accessories with other equipment or accessories of like kind and quality; or
 - c. The limit shown in the Schedule of Coverages above.

The insurance afforded by this provision does not apply to any equipment for which Audio, Visual, and Data Electronic Coverage, or any similar or equivalent coverage, has been provided by a separate endorsement issued by us and made a part of this coverage part or policy.

K. UNINTENTIONAL OMISSION OR DISCLOSURE

The following is added to **B. General Conditions, 2. Concealment, Misrepresentation or Fraud** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- e. However, the unintentional omission of any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

L. KNOWLEDGE AND NOTICE OF OCCURRENCE

Paragraph **a.** under **A. Loss Conditions, 2. Duties In The Event of Accident, Claim, Suit Or Loss** in **SECTION IV – BUSINESS AUTO CONDITIONS** is deleted in its entirety and replaced by the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss” including:
 - (1) How, when and where the “accident” or “loss” occurred;

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

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

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An executive officer or the "employee" designated by you to give such notice, if you are an organization other than a partnership or limited liability company.

M. BLANKET WAIVER OF SUBROGATION

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

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

N. BLANKET LOSS PAYABLE CLAUSE

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

SCHEDULE OF COVERAGE EXTENSIONS

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

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

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

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

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

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

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

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

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

1. Any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

C. ADDITIONAL INSURED - VENDORS

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

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

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

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

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

Coverage under this provision does not apply to:

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

D. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

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

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

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

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

E. AGGREGATE LIMIT PER LOCATION

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

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

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

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

F. AMATEUR ATHLETIC PARTICIPANTS

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

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

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

G. BODILY INJURY

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

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

H. BROADENED NAMED INSURED

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

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

I. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:
 - a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
 - b. The exclusions for:
 - (1) Property loaned to you;
 - (2) Personal property in the care, custody or control of the insured; and
 - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.
2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".
3. Under **Section V - Definitions**, the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

 - a. Repaired; or
 - b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

J. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

K. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
 - a. Notify us of an "occurrence" offense, claim or "suit"; and
 - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

L. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

- a. **Expected or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.
This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

M. MEDICAL PAYMENTS

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph 1., **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **M.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

N. NON-OWNED AIRCRAFT

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item 2., **Exclusions**, item g., **Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
 - a. Hired, chartered or loaned with a paid crew; and
 - b. Not owned by any insured.
2. The insurance afforded by this provision **N.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

O. NON-OWNED WATERCRAFT

1. Under **Section II - Who Is Insured**, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **O.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

P. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

Q. SUPPLEMENTARY PAYMENTS

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

- 1. The limit for the cost of bail bonds is amended to \$2,500; and
- 2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

R. UNINTENTIONAL OMISSION

Under **Section IV - Commercial General Liability Conditions**, paragraph **6.**, **Representations**, the following is added:

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

S. WAIVER OF SUBROGATION - BLANKET

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
09/25/2022
Insured

Policy No.
TWC 7011475

Endorsement No.
Premium

GovernmentJobs.com,
Insurance Company:
Berkley National Insurance Company

Countersigned by _____