

Amendment 1 to Council Bill No. 11-2011

**BY: Chairperson at the request
of the County Executive**

**Legislative Day No. 4
Date: April 4, 2011**

Amendment No. 1

(This amendment substitutes a schedule that is attached to the Bill's Exhibit A.)

- 1 Remove Schedule F, as attached to Exhibit A of the Bill, and substitute the revised Schedule F as
- 2 attached to this amendment.

SCHEDULE F

SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

For the purposes of this Interconnection Service Agreement only, the Interconnection Customer's Excess/Umbrella Liability insurance obligations under this Interconnection Service Agreement, as referenced in Appendix 2, Sections 13.1.D, 13.1A, 13.2, 13.3, 13.3A, and 13.5 shall be no less than two million dollars (\$2,000,000.00) per occurrence (which amount may be satisfied through self-insurance).

For the purposes of this Interconnection Service Agreement only, the mutual indemnification obligations of the Parties to one another under Appendix 2, Sections 14.1, 14.4, 14.5, 14.6 and 14.7 shall be limited to one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) on an annual aggregate basis.

Further, Section 24 and Schedule G of this Appendix 2 of this Interconnection Service Agreement are amended to reduce and limit all mutual tax indemnification obligations of the Parties to one another to sixty thousand dollars (\$60,000.00).

Notwithstanding the foregoing, the indemnification obligations provided for in this Schedule F are not to be deemed as a waiver of immunity or defense that may exist in any third-party action against the Interconnection Customer, and any liability arising out of such third-party action shall be subject to the Interconnections Customer's appropriations.