

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of October 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and HF&H CONSULTANTS, LLC, a California Limited Liability Company, whose address is **590 Ygnacio Valley Road, SUITE 105, WALNUT CREEK, CA 94596** (“**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: update of Alameda’s Zero Waste Implementation Plan. City staff issued an RFP/RFQ on February 23, 2023 and after a submittal period of 34 days received two timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on October 17, 2023.
- E. The City and Provider desire to enter into an agreement for update of Alameda’s Zero Waste Implementation Plan upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

**1. TERM:**

The term of this Agreement shall commence on the \_\_\_\_ day of October 2023, and shall terminate on the 16<sup>th</sup> day of October 2024, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. The total compensation for this Agreement shall not exceed \$280,210. Total compensation includes a contingency of \$24,410. Use of contingency shall be for highlighted optional task items of work indicated in Exhibit A and requires prior written authorization by the City.

**4. TIME IS OF THE ESSENCE:**

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

**5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

**6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall

not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney’s fees and costs of litigation (“Claims”), arising from or in any manner connected to Provider’s negligent act or omission, whether alleged or actual, in performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed

to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

  
Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
------------------------	-----------------------------

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any

extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. **EXCESS OR UMBRELLA LIABILITY:**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

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

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Liz Acord, Public Works Coordinator  
Ph: 510-747-7957 | lacord@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

HF&H Consultants, LLC  
201 Civic Center Drive, Suite 230  
Walnut Creek, CA 94596  
ATTENTION: Felisia Castañeda, Project Manager



Ph: (925) 900-0601/ [fcastaneda@hfh-consultants.com](mailto:fcastaneda@hfh-consultants.com)

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 W. Mall Square,  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Engineering Office Assistant  
Ph: [510-747-7900](tel:510-747-7900)/[jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

**18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

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

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned

and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No

verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**27. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**28. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

**29. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

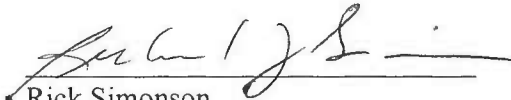
HF&H CONSULTANTS, LLC  
A California Limited Liability Company

CITY OF ALAMEDA  
a municipal corporation



Rob Hilton  
President

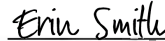
\_\_\_\_\_  
Jennifer Ott  
City Manager



Rick Simonson  
Senior Vice President

RECOMMENDED FOR APPROVAL

DocuSigned by:



Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:



Len Aslanian  
Assistant City Attorney

City of Alameda  
2023 Zero Waste Implementation Plan Update  
Budget Estimate

	Project Director	Advisor	Project Manager	Cost Lead	Outreach Lead	Planning Lead	Program Analyst	Administrative	Total	Proposed	Notes
	\$330	\$285	\$245	\$245	\$225	\$175	\$160	\$115	Hours	Cost	
<b>Task 1 Evaluate Past Plans and Review Effectiveness of Current Programs</b>											
1.1	Initiate Engagement	2	0	4	0	0	0	0	6	\$1,640	One 2-hour meeting
1.2	Develop Request for Information	0	1	3	0	0	8	0	12	\$2,300	
1.3	Evaluate Current City Strategies, Programs, Outreach, and Partnerships	7	0	29	11	30	0	13	90	\$20,940	Assumes use of readily available and summarized data provided by the City and partners.
1.4	Produce Current Programs Analysis Report	5	1	18	0	0	20	0	44	\$9,545	Includes one 2-hour meeting with City
	<b>Task 1</b>	<b>14</b>	<b>2</b>	<b>54</b>	<b>11</b>	<b>30</b>	<b>0</b>	<b>41</b>	<b>152</b>	<b>\$34,425</b>	
<b>Task 2 Recommend Zero Waste Strategies and Current Policy and Program Enhancements</b>											
2.1	Develop Menu of Zero Waste Strategies	4	2	8	0	4	14	12	46	\$9,350	
2.2	Determine Short List of Options	4	0	12	0	0	2	0	19	\$4,725	Includes one 4-hour workshop with City staff.
2.3	Update ZW Goal Date/Timeline - Preliminary	1	0	1	0	0	2	0	4	\$925	
	<b>Task 2</b>	<b>9</b>	<b>2</b>	<b>21</b>	<b>0</b>	<b>4</b>	<b>18</b>	<b>12</b>	<b>69</b>	<b>\$15,000</b>	
<b>Task 3 Use Data-Driven Approach to Estimate Diversion Potential and Costs</b>											
3.1	Perform Cost and Diversion Analysis	9	14	18	38	4	42	4	129	\$29,570	
3.2	Perform Equity Scans	4	0	19	0	11	0	27	61	\$12,770	
3.3	Perform Funding Analysis	4	0	3	6	0	0	0	13	\$3,525	
3.4	Meet with City to Review Findings	5	0	12	6	0	4	0	27	\$6,760	Includes one 2-hour meeting with City staff.
	<b>Task 3</b>	<b>22</b>	<b>14</b>	<b>52</b>	<b>50</b>	<b>15</b>	<b>46</b>	<b>31</b>	<b>230</b>	<b>\$52,625</b>	
<b>Task 4 Community Engagement, Survey, and Presentation</b>											

City of Alameda  
2023 Zero Waste Implementation Plan Update  
Budget Estimate

		Project Director	Advisor	Project Manager	Cost Lead	Outreach Lead	Planning Lead	Program Analyst	Administrative	Total	Proposed	Notes
		\$330	\$285	\$245	\$245	\$225	\$175	\$160	\$115	Hours	Cost	
4.1	Develop Community Survey	4	0	17	0	0	6	0	0	27	\$6,535	Assumes City hires a third-party firm to conduct a statistically valid survey.
4.2	Present at Community Meetings	22	0	78	0	0	102	0	8	210	\$45,140	Includes eight, 1-hour meetings, development of outreach strategy, and creation of presentation materials.
4.3	Present Engagement Results	3	0	9	0	0	10	0	4	26	\$5,405	Includes one, 1-hour meeting with City staff.
<b>Task 4</b>		<b>29</b>	<b>0</b>	<b>104</b>	<b>0</b>	<b>0</b>	<b>118</b>	<b>0</b>	<b>12</b>	<b>263</b>	<b>\$57,080</b>	
<b>Task 5 Prepare New Zero Waste Implementation Plan Report, Goal Date, and Timeline</b>												
5.1	Draft Updated ZWIP for City's Internal Operations	8	2	31	4	8	10	20	8	91	\$19,455	
5.2	Refine ZWIP	2	0	10	1	1	12	2	5	33	\$6,575	
5.3	Produce a Public Facing ZWIP	2	2	22	0	0	36	6	8	76	\$14,800	
5.4	Present to City Council	4	0	10	0	0	14	0	2	30	\$6,450	Includes development of presentation materials.
<b>Task 5</b>		<b>16</b>	<b>4</b>	<b>73</b>	<b>5</b>	<b>9</b>	<b>72</b>	<b>28</b>	<b>23</b>	<b>230</b>	<b>\$47,280</b>	
<b>Total Costs</b>												
<b>Total Budget</b>		<b>90</b>	<b>22</b>	<b>304</b>	<b>66</b>	<b>58</b>	<b>254</b>	<b>112</b>	<b>38</b>	<b>944</b>	<b>\$206,410</b>	
<b>Optional Tasks</b>												
<b>Task 1 Evaluate Past Plans and Review Effectiveness of Current Programs</b>												
1.5	Interview Key City Partners	0	0	16	0	34	0	0	0	50	\$11,570	
<b>Task 1 Optional Tasks</b>		<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50</b>	<b>\$11,570</b>	
<b>Task 3 Use Data -Driven Approach to Estimate Diversion Potential and Costs</b>												

City of Alameda  
2023 Zero Waste Implementation Plan Update  
Budget Estimate

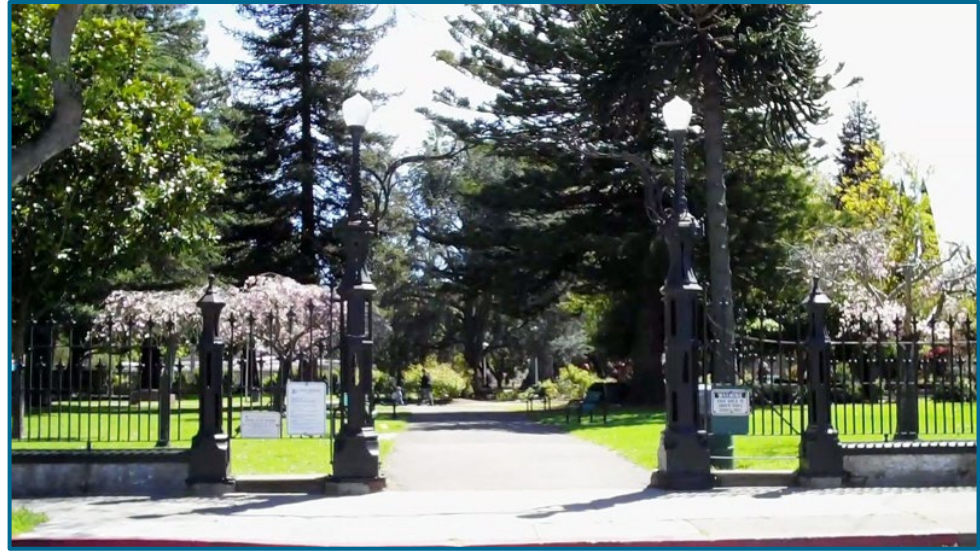
		Project Director	Advisor	Project Manager	Cost Lead	Outreach Lead	Planning Lead	Program Analyst	Administrative	Total	Proposed	Notes
		\$330	\$285	\$245	\$245	\$225	\$175	\$160	\$115	Hours	Cost	
3.5	Benchmark Program and Policies of Other Agencies	1	2	10	0	0	32	0	0	45	\$8,950	
3.6	Perform GHG Emissions Analysis	0	0	12	8	0	28	0	4	52	\$10,260	
	<b>Task 3 Optional Tasks</b>	<b>1</b>	<b>2</b>	<b>22</b>	<b>8</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>4</b>	<b>97</b>	<b>\$19,210</b>	
<b>Task 4</b>	<b>Community Engagement, Survey, and Presentation</b>											
4.4	Develop Participation Process for City Operations	7	2	19	0	0	44	0	0	72	\$15,235	
4.5	Hold Focus Group Discussions	0	2	18	0	0	31	0	4	55	\$10,865	
4.6	Coordinate and Carry-Out Community Survey	4	0	27	0	0	26	0	10	67	\$13,635	
	<b>Task 4 Optional Tasks</b>	<b>11</b>	<b>4</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>101</b>	<b>0</b>	<b>14</b>	<b>194</b>	<b>\$39,735</b>	
<b>Task 5</b>	<b>Prepare New Zero Waste Implementation Plan Report, Goal Date, and Timeline</b>											
5.5	Provide Additional ZWIP Presentations	2	0	5	0	0	8	0	0	15	\$3,285	
	<b>Task 5 Optional Tasks</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>\$3,285</b>	
<b>Total Costs</b>												
	<b>Total Optional Tasks Budget</b>	<b>14</b>	<b>6</b>	<b>107</b>	<b>8</b>	<b>34</b>	<b>169</b>	<b>0</b>	<b>18</b>	<b>356</b>	<b>\$73,800</b>	

Highlighted items reflect contingency items to be executed at direction of City





## Section 3: Proposed Work Plan



### Overview

For over twenty years the City of Alameda has been a leader in the zero waste movement. Since the first Zero Waste Implementation Plan (ZWIP) developed in 2010, The City has made significant strides in shifting the tide of waste disposal and implementing innovative solutions to reduce the amount of material sent to landfill. Despite the City's steadfast efforts, the 2020 goal of reaching an 89% diversion level has not been achieved. However, the City is not alone. Jurisdictions across the state are finding it increasingly difficult to push past the 70%, 75%, and 80% diversion levels. Although recycling programs and other processing infrastructure has seen significant advancements over the past several years, a rise in the convenience economy, e-commerce, and complex packaging materials is producing more waste than ever before. Fueled by the economic and social uncertainty of the pandemic, Alameda is also experiencing a shift in the City's demographics and waste generation patterns. This shifting landscape, coupled with the aforementioned global trends, poses challenges to zero waste that go beyond the "downstream" infrastructure and recycling efforts that have been the focus of most of the City's effort.

To take your zero waste efforts to the next level, the City needs a partner who can bridge innovation and creativity with objectivity and reliability. By joining the Alameda Zero Waste team, HF&H offers a fresh perspective from someone who knows your system, programs, and regional efforts extraordinarily well. HF&H will support the City in understanding how upstream (i.e., reducing waste generation) and midstream (i.e., increasing reuse opportunities and extending product lifecycles) solutions can build off existing programs and policies. With an emphasis on the science of change management and community based social marketing, HF&H will guide the City in evaluating and selecting new strategies to make significant advances that go beyond mere landfill diversion. Just as the City's climate action planning has evolved over time to reflect concepts like resilience and adaptation, the City's zero waste planning should evolve to consider a broader framework for sustainability. By considering a manifold perspective, you are likely to find more supportive audiences and more motivation for the change management that has to happen. In the City's General Plan, the Zero Waste section adds "equity", "access", and "character" to the historic focus on "environment." These values can guide the selection of which options to included in the final ZWIP as well as how the City approaches implementation.

As described further below, HF&H will approach the zero waste planning efforts for the City with a commitment to develop a practical ZWIP, based on facts and analysis. We will

*By joining the Alameda Zero Waste team, HF&H offers a fresh perspective from someone who knows your system, programs, and regional efforts extraordinarily well.*



provide the City a menu of options with a realistic estimation of cost and diversion potential. From programs and policies chosen off the menu by the City, and based on input from the stakeholder process, HF&H will develop an actionable plan for achieving the City's zero waste goal. The updated ZWIP will integrate stakeholder input throughout the process and demonstrate that priorities have been set based on community needs and a logical cost-benefit analysis as further described below.

### Balancing of Goals and Costs

HF&H will provide the City with a realistic and financially-sound ZWIP for achieving the City's zero waste goals. We will accomplish this by synthesizing several pieces of our analysis as described below.

- **Cost-benefit analysis.** We will conduct an analysis of programs and policies that allow us to examine the cost-benefit relationship of each option. As a result, we can take into consideration diversion potential, capital and on-going program costs, cost per diverted ton, and other qualitative factors such as equity, access, and character. To further bolster this analysis, HF&H recommends the City consider conducting an equity scan analysis on programs or policies identified as "high-impact." These programs or policies would be identified based on the overall variance of expected impacts to different community groups or populations. Evaluating policies and programs with a particular focus on equity will provide closer alignment with the City's General Plan while also ensuring maximum success of implementation through wider spread adoption. HF&H has included additional details about equity scans for the City's consideration in Optional Task 3.6.
- **Prioritization of programs/policies.** The selected programs will be prioritized based on a set of values agreed-upon with the City during the early design phase of this project. For example, one approach could be to focus on first implementing the programs/policies that either reduce overall system costs, require incremental investments in existing infrastructure, or begin the behavior change and education process early. Alternatively, we could prioritize those programs/policies for which funding is more readily available or blend these approaches for a more tailored implementation strategy. In most plans, the early priority programs often involve building off current programs. However, the City may wish to prioritize new programs or more extensive regulatory structures that require greater investments, longer development time, and more targeted and deliberate public engagement. Ultimately, the values guiding the planning process and the stakeholder input will inform this prioritization.
- **Consideration of phased implementation.** Phased implementation can lead to higher returns as programs and policies continue to build off each other, evolving over time to maximize performance. Additionally, this allows for start-up, capital, and on-going operating costs of the more expensive programs to build economies of scale and/or be spread out over time. A phased implementation strategy will allow the City adequate time to evaluate the results of new programs and policies and adjust how or when to implement additional programs and policies. For example, if diversion results are higher than anticipated for one or more strategies, the City may delay or eliminate implementation of one or more additional strategies.

Our approach will align with the City's Climate Action and Resiliency Plan and 2040 General Plan to maximize the benefits of zero waste across the entire Alameda community. We will take the overarching priorities of "empower", "reduce", "prepare", and "protect", among

*Our approach will align with the City's Climate Action and Resiliency Plan and 2040 General Plan to maximize the benefits of zero-waste across the entire Alameda community.*



others, laid out in these plans to ensure coordinated regional and local planning efforts are implemented. For example, expanding the construction and demolition program to focus on salvageable materials and resource recovery through deconstruction can tie into other goals listed in the 2040 General Plan such as historic preservation and on-island employment to support social vulnerability and environmental justice. Our proposed Work Plan, described below, is fully responsive to the City's required scope of work and includes additional "Optional Tasks" the City may choose as added enhancement to our scope.

### **Task 1: Evaluate Past Plans and Review Effectiveness of Current Programs**

*"Proposer shall provide a comprehensive review and evaluation of City's progress towards latest Zero Waste Implementation Plan (link provided in RFP Exhibit A) and stated diversion goal, including effectiveness of any previous strategy work completed and current City programs, outreach and partnerships. Proposers shall evaluate whether City is meeting its Zero Waste goal and proposers will prepare a detailed report for inclusion in the new Plan that measures progress towards goal."*

#### Task 1.1: Engagement Initiation

HF&H will initiate the engagement by meeting with the City to ensure alignment on project goals and discuss key issues. This meeting will serve as a forum for reviewing the project approach, objectives, key milestones, and deadlines. The kick-off meeting will provide an opportunity for the City to provide additional context surrounding its unique situation which will help ensure the project deliverables are congruent with the City's goals. Additionally, during the kickoff meeting, we will begin to discuss key elements of the City's current zero waste approach and potential new strategic directions the City is interested in. As we have done with the City in our prior engagements, we will also establish communication and workflow preferences as well as recurring project team meeting times to ensure successful management of the project and collaboration throughout the engagement. HF&H plans to include the Project Manager and Project Director at this meeting.

#### Task 1.2: Request for Information

HF&H will prepare a Request for Information (RFI) to gather the data necessary to conduct the various reviews and analyses described in Task 1.3 and 1.4. HF&H will provide a preliminary version of this RFI for discussion in the kick-off meeting described in Task 1.1. Following the kick-off meeting, HF&H will refine the RFI and add details about timeline and responsible parties to the RFI. The RFI will include items such as the City's most recent Electronic Annual Reports, facility and hauler reports, waste characterization data, demographic data, an inventory of City facilities, and reports from other third-party City contractors and partners. The information gathered will allow us to evaluate program data on waste generation, diversion, disposal, customer participation, costs, and other relevant data points. To avoid redundancies, we will also include in this request information needed to perform the diversion and cost analyses described in Task 3.

Before City staff works to gather any information to fulfill the RFI, HF&H will compile information from CalRecycle, StopWaste, the City's website, and our past engagements with the City to reduce the scope of the data request. For those documents we may not already have, our deep understanding of the Alameda system and key players, especially ACI and StopWaste, will allow us to alleviate some of the City's burden in tracking down information as we can help identify for the City what specific report or resource to request and which source to get it from.

#### Task 1.3: Evaluation of Current Strategies, Programs, Outreach, and Partnerships

HF&H will focus our evaluation on the below priority areas identified in the 2018 ZWIP:

1. Supporting Zero Waste Culture in Alameda

Task 1: HF&H will provide a thorough evaluation of the City's zero waste progress since the 2018 ZWIP that will help guide the new strategic direction.



2. Conducting Targeted Technical Assistance to Commercial and Multi-Family Sectors
3. Creating a Food Recovery Program and Enhancing Organics Management
4. Updating Alameda's Construction and Demolition Debris Recycling Ordinance and Conducting Outreach
5. Expanding High Diversion Programs Within the City's Franchise Agreement

For each priority area, we will gather key statistics (based on available data) including, but not limited to:

- Total waste generated, avoided, diverted, or disposed.
- The latest waste composition data.
- Demographic data.
- Disposal rates per capita.
- Air space utilization (lbs/cy).
- Hauler diversion levels for various industry sectors.
- Participation rates.
- Contamination levels.

We anticipate working with the data presented in the City's Electronic Annual Reports, hauler reports, and other readily available sources of data to summarize progress made since the latest ZWIP update in 2018. We will use the data available to provide both a City-wide and sector specific analysis on diversion progress through the 2022 calendar year. To further this analysis, we will review and summarize characterization data from CalRecycle and StopWaste's most-recently-completed studies to account for overall increases in waste generation and total available diversion potential. In addition to a quantitative evaluation, HF&H will perform a qualitative analysis of diversion programs implemented and how the public was educated and engaged under each of the priority areas. Coupling quantitative and qualitative analyses will provide the City with insights into any underutilized programs and where current programming could be optimized. Understanding why certain programs did not deliver anticipated diversion results will expand the menu of possibilities for the City going forward and could also lead to significant cost savings. For example, if technical assistance programs show not to have delivered the expected diversion results, a qualitative analysis of the program may find that staff trainings on community based social marketing techniques could increase the success rate of their visits. Implementing a training program would allow the City to continue capitalizing on their current investment into the technical assistance programs and avoid costly program redesign efforts.

A qualitative analysis will be particularly important to evaluate strategies aimed at improving Alameda's zero waste culture and the effectiveness of outreach and education efforts. To perform this analysis, HF&H will work with the City to develop a list of qualitative criteria to evaluate that includes measures relating to the City's overall goals and values. We will utilize this list to develop a "scorecard" that assesses items such as the level of City staff effort in implementing and managing the program, generator acceptance of the program or policy, degree of behavior modification, equitable distribution of impacts, and community access to programs and resources. HF&H will evaluate education and outreach collateral and other community engagement strategies against baselines established through community based social marketing best practices. Each item on the scorecard will be ranked using a relative scale and compared to quantitative metrics such as disposal tonnages to determine the overall effectiveness of each strategy to improve the City's zero waste culture.

A qualitative analysis will be particularly important to evaluate strategies aimed at improving Alameda's zero waste culture and the effectiveness of outreach and education efforts.



*Our team's prior experience includes working for large regional haulers and managing outreach teams in: San Francisco, Santa Cruz, and The Monterey Peninsula.*

*These experiences will produce nuanced insights for the City to understand the full potential of their outreach programs.*

### *Staff Interviews*

To further our evaluation, HF&H will conduct one two-hour interview with City staff. HF&H will plan and facilitate the meeting with Staff to identify specific elements of each program that work well or present challenges. We will discuss the level of effort required to run each program and use this information to evaluate if programs were implemented to their fullest potential. HF&H will use information gathered through this staff interview to provide the City with an objective picture of the overall success of zero waste programs implemented since 2018. As an optional task, HF&H can provide additional interviews with external partners to gain an even deeper and more nuanced understanding of the City's current efforts. Additional interviews are described under Optional Task 1.5.

### Task 1.4 Current Programs Analysis Report

Based on the information gathered and work performed in Subtasks 1.1 through 1.3, HF&H will prepare a summary, PowerPoint-style, report to guide a discussion with the City about current performance. The report will address the successes and challenges of current programs and policies implemented under the 2018 ZWIP, gaps in implementation that may have impacted diversion results, and any preliminary observations about potential improvements to the City's zero waste strategy. The Report will include an estimated timeline for reaching the City's zero waste goal if the status quo is maintained and the variance between the estimated timeframe and the City's target date. HF&H will provide the City an opportunity to review and comment on the drafted report and comments will be incorporated into the Final ZWIP developed under Task 5.

### Optional Tasks

#### *Optional Task 1.5 Interview City Partners*

Upon City request, HF&H can conduct additional interviews with key City partners to further our evaluation of the City's current programs and policies. Interviews could be conducted with partners such as CASA, ACI, StopWaste, the Chamber of Commerce, or food recovery organization and services. The City may also find it valuable to interview businesses to provide insight into how technical assistance programs have benefited the business community. In this optional task we have proposed a budget to conduct up to five thirty-minute interviews with businesses and up to four one-hour interviews with external City partners.

For each interview, HF&H will plan and facilitate the meeting and incorporate our findings into the final report described in Task 1.4.

### Task 1 Deliverables

- ZWIP Progress Report 2018 – 2022 delivered via PowerPoint
- Meeting agenda and minutes
- Request for Information



## Task 2: Recommend New Zero Waste Strategies and Current Policy and Program Enhancements

*“Proposer shall provide a comprehensive review and evaluation of City’s progress towards latest Zero Waste Implementation Plan (link provided in Exhibit A) and stated diversion goal, including effectiveness of any previous strategy work completed and current City programs, outreach and partnerships. Proposers shall evaluate whether City is meeting its Zero Waste goal and proposers will prepare a detailed report for inclusion in the new Plan that measures progress towards goal.”*

The City of Alameda has worked diligently towards an ambitious zero waste goal for the last twenty years. Despite the City’s notable progress toward this goal, diversion continues to fall short of 90%. At this juncture, the City requires a new approach that considers the current cultural, social, and economic climate, employs new and creative strategies, and maintains feasibility. This will require a holistic view of what it means to be a “Zero Waste City.” HF&H will work closely with City staff to align on a strategic approach that threads upstream, midstream, and downstream programs to not only meet a specific diversion number, but to ensure the manifold social, economic, and environmental benefits of a zero waste community are realized, including a healthier community, cleaner streets and waterways, access to pristine parks, and a thriving local economy. To develop an approach that meets these goals HF&H will prepare a menu of waste reduction and diversion programs and policies and their related costs (Menu). From this Menu, the City can pick and choose where to focus efforts and which programs to pursue in both the short and long-term. Below, we describe how we propose developing the Menu and selecting and prioritizing the programs and policies that will be included in the Updated ZWIP.

### Task 2.1 Develop Menu of Zero Waste Strategies and Enhancement Options

As part of every planning process, alternatives must be identified, screened, evaluated, shortlisted, analyzed, benchmarked, and ultimately a decision needs to be made about whether to proceed with that option or combination of options. The starting point for this process is a broad menu of options (perhaps more than 100) that the City could consider for addressing the needs identified in Task 1. HF&H proposes developing the Menu through an iterative process that works closely with the City. The Menu will include a wide range of options with key information including a brief description, target sector(s), relative cost and resource needs, and relative diversion potential for easy comparison. The Menu will include new, revised, and enhanced programs and policies targeting various sectors and material types including, but not limited to, City operations, single-family premises, multi-family premises, commercial businesses, reusable materials, recyclable materials, organic materials, and special materials (universal waste, sharps, pharmaceutical waste, oil, filters, e-scrap). Program and policy options may include:

- Waste reduction efforts,
- Education and outreach activities,
- Material and disposal bans,
- Collection services,
- Extended producer responsibility initiatives, and
- Processing activities.

Menu options will also identify how they can integrate into the City’s larger development goals outlined in the 2040 General Plan. Innovative models such as Alameda Point Collaborative’s partnership with FoodShift’s Culinary Training Program to promote workforce development and food recovery will help instruct how other policies, such as a mandatory deconstruction ordinance, can serve to increase local employment opportunities, diversion, and historic preservation. For each Menu option, HF&H will additionally consider the equitable distribution of both direct and indirect costs and

Task 2: HF&H will work closely with City staff to align on a strategic approach that threads upstream, midstream, and downstream programs to not only meet a specific diversion number, but to ensure the manifold social, economic, and environmental benefits of a zero-waste community are realized



*HF&H has both local and state-wide zero waste planning and implementation experience including work with every agency within Alameda County that contracts with ACI and its affiliates.*

*We have also supported zero waste communities across the state such as:*

- *San Jose*
- *Oakland*
- *San Diego*
- *Santa Monica*
- *Carlsbad*
- *Oceanside*



benefits in different sectors of the community. Utilizing this lens will help integrate the City's broader goals and identify which stakeholders will be most impacted by each proposed program or policy.

We will draw on our experience to offer the City a comprehensive range of options including popular and commonplace programs and those that are bold, new, and creative. HF&H will also utilize our legislative expertise to anticipate policies that can leverage statewide legislation including the recently passed Plastic Pollution Prevention and Packaging Producer Responsibility Act, SB 54.

Once the full Menu of zero waste policies and programs is generated, we will work together with the City to develop a short-list of programs and policies that will be further analyzed for their cost and resource needs and diversion potential in Task 3.

#### [Task 2.2 Determine the Short List of Options](#)

We anticipate that the selection of programs and policies for the short list of Menu options will be based on the values established in Task 1 of this engagement and criteria established with input from various internal and external stakeholders. HF&H will provide the full Menu to City staff and will support City staff in discussing the Menu with relevant internal stakeholders, both formally and informally, to gather feedback on criteria to prioritize. It is likely criteria used to select and prioritize programs and policies will focus on multiple considerations including, but not limited to, cost-benefit analysis, return on investment, equitable distribution of costs and benefits, equitable access to programs and services, diversion potential, ease of implementation, job creation, and GHG benefits. Understanding how various stakeholders prioritize these criteria will aid in the selection process by focusing on programs most likely to be widely accepted. Part of this process will include a consideration of how the priorities of the Public Works department can integrate with the priorities identified in the City's General and Climate Action and Resiliency Plans. Bridging key values such as economic development, equity, and community empowerment will further engage key stakeholders, increase community participation, and increase the level of support for the updated ZWIP.

To support the selection and prioritization of options, HF&H will facilitate an in-person half-day workshop with City staff to review the Menu options, discuss key priorities, and confirm which options the City would like to perform a full analysis on. HF&H will provide guidance to the City on programs or policies that work best when implemented together to help understand the full diversion potential of various programs and policies. For innovative solutions, particularly those involving upstream approaches, there may be limited data available to provide real-life cost and diversion comparisons. In this case, we will rely on relevant proxy data points and highlight for the City any key assumptions made to support our recommendations.

Planning-level estimates for diversion potential and cost impacts will be prepared for up to twelve short-listed menu options. This number is based on the number of focus areas selected in the 2018 plan. If more or less menu options are needed, the budget could be scaled accordingly. Further details on the methodology for performing the cost, resource, and diversion analyses are described in Task 3.

#### [Task 2.3 Updated Zero Waste Goal Date and Timeline](#)

The finalized and short-listed Menu will be used to provide a preliminary estimate on when the City may anticipate achieving their zero waste goal. The estimate will largely be based on whether the City is opting for a more or less aggressive zero waste approach as determined by the programs and policies chosen for the shortlisted Menu. This estimate will be further refined after a detailed analysis of the diversion potential and cost and resource needs for each of the shortlisted Menu items is performed in Task 3. Once this detailed analysis is performed, the City may wish to eliminate some options from the shortlisted items or reevaluate how or when they are implemented. This will result in a

final set of policy options and programs the City wishes to implement and will provide HF&H the ability to more accurately calculate an updated zero waste goal date and timeline for evaluating progress.

### Task 2 Deliverables

- Preliminary estimate of new zero waste goal date
- Estimate of proposed timeline to evaluate progress toward goal
- Draft and revised draft of full program and policy Menu
- Draft and revised draft of Menu of short-listed options

### **Task 3: Use Data-Driven Approach to Estimate Diversion Potential and Costs**

*“Proposers will provide data supported diversion estimates for any recommended strategies or enhancements in Task 2, and provide an estimate of staff time and external/additional costs for executing future items. Proposers will utilize data from CalRecycle, City’s franchised hauler and technical assistance contractors who have identified diversion tonnage not being captured for the City among other sources to ensure thorough evaluation of proposed diversion targets and cost.”*

The detailed analysis required by this Task will involve a deep understanding of the City’s internal operations, community resources, and reliable data sources. The City will benefit from HF&H’s prior experience with the City negotiating a high diversion franchise agreement and updating City ordinances for SB 1383 compliance as we can build on the previously used Excel program models that analyzed costs, diversion potential, cost-effectiveness, and staffing needs to initiate this analysis work quickly and efficiently.

HF&H has conducted similar cost, diversion, and staffing needs analysis for dozens of jurisdictions, originating with the Zero Waste plans for leading California agencies like San Diego and Santa Monica. Most recently our analyses have focused on SB 1383 program and policy options which have been conducted for a multitude of jurisdictions throughout the state. As a result, HF&H has established cost models for a variety of topics such as: collection and processing options; SB 1383 program and enforcement implementation; program options; cost of service; and more. These models help jurisdictions visualize one-time and ongoing costs and full-time equivalent staffing needs for various programs and policies, each broken down by the different program options, delegation approaches, and timelines determined by the City. HF&H will leverage these tools to benefit the City’s zero waste planning by focusing on customizing variables to fit the City’s unique conditions and program-specific baseline data.

#### Task 3.1: Cost and Diversion Analysis

HF&H plans to provide planning-level estimates in the cost-benefit analysis that can include several elements including, but not limited to, costs, diversion potential, cost effectiveness (cost per diverted ton), and job creation (staffing needs) for each of the programs or policies identified in Task 2.2. The scope of the analysis to be performed by HF&H will be developed with the City and can include some or all of the following activities:

Cost Based on Program Phases. Cost analysis will consider where differentiation is needed to reflect various program phases, such as:

- Program start-up costs and capital investments;
- On-going operations and maintenance costs; or,
- Phased implementation plans, if any.

Diversion Potential. Diversion analysis will examine the potential recovery of a program based on increases to current program performance, estimated capture rates of materials currently disposed, and benchmarks from other, similar programs.

Task 3: HF&H will utilize tested cost models to help the City visualize the resources required to implement selected programs and policies and their impacts across the community.





*HF&H is uniquely qualified to understand the nuances of the City's costs, available resources, and funding coming from the implementation of the City's franchised services.*

Cost Effectiveness. Cost effectiveness will be measured by calculating and comparing the cost-per-ton diverted for each program option to other program options.

Staffing Needs. Estimated increases in City staffing needs, which can be considered as a benefit in the form of job creation, will be evaluated, including:

- Number of staff involved;
- Employee classification options and internal delegation approaches;
- Processes needed during each stage of program development and implementation, such as: employee training; manager oversight; meetings; director-level policy discussions; and other procedural obligations; and,
- External delegation options (e.g., support from ACI, consultants, partnership organizations, or other programs).

Community Benefits. In addition to monetary and staffing resources, the City may consider other innovative metrics to include in its cost-benefit analysis. For example, the City may also want to factor in socioeconomic and environmental justice factors, economic development impacts, or quality of life improvements such as cleaner waterways and shorelines.

HF&H's cost-benefit models are structured to be quickly reviewed and easily understood, while incorporating the detail necessary to facilitate a robust planning effort. HF&H anticipates using readily available data from CalRecycle, the City's franchised hauler, and technical assistance contractors to identify diversion potential. However, in the absence of City-specific cost or program data, HF&H will assemble reasonable benchmarks from similar programs and jurisdictions to fill in data gaps. The City is very familiar with HF&H's cost modeling expertise as we routinely utilize similar models during our contract negotiations and rate setting with ACI. When preparing cost-benefit analysis, the City can rely on HF&H to be transparent with the cost-benefit model and underlying assumptions so that the City can provide input on the framework of the model and assumptions and can gain a level of comfort with the results.

The City will receive robust cost analysis tables displaying ranges with low and high estimates for one-time and on-going costs, as well as an indication whether programs may be phased in and how costs may be impacted over time.

### Task 3.2 Funding Analysis

A sound funding strategy is essential to move the updated ZWIP forward and see it fully implemented. One of HF&H's strengths is its ability to perform cost-benefit analyses and to strategize on sustainable funding methods. In fact, we are the statewide thought-leaders in this area. For example, CalRecycle engaged HF&H to develop and present a series of workshops statewide on the subject of "High Diversion and Zero Waste Funding Strategies for Local Government." We were the consulting firm selected by StopWaste.Org (Alameda County Waste Management Authority) to calculate their Household Hazardous Waste Fee, which shifted funding of the program from fees levied on landfill tipping fees to fees assessed on customers through the property tax roll. We have also recently completed cost of service reviews of ACI and negotiated the City's solid waste collection agreement with ACI, an experience that uniquely qualifies HF&H to understand the nuances of costs, available resources, and funding coming from the implementation of the City's franchised services. With this type of expertise and experience, the City can rely on HF&H to develop a sound funding strategy for the City.

To begin the process, we will examine the revenue sources the City currently uses to fund its diversion-related programs looking at the most-recent five-year trend for those revenue streams and related reserve funds. In this process, to the extent practical with the data available, we will graphically map the sources and uses of funds to illustrate for the City



how the funding and programming aspects of the City's system interact. We will consider what programs and policies can be implemented with the existing revenues and for how long and present a range of new funding strategies with a summary of pros and cons for each. We will consider strategies such as local retailer and extended producer responsibility programs, fees through collection rates, processing and disposal facility surcharges, permit fees, available state funding/grants, and other mechanisms. Our funding options analysis will include an estimate of revenues that can be generated through each funding strategy, the relative volatility/predictability of those streams over time, and an assessment of the economic and budget impacts of adopting the proposed strategies, including financial implications to the City, customer rates, industry, and diversion potential.

We will meet with the City in Task 3.3 to present and discuss the funding options and work together to select the preferred strategy(ies). A key objective will be the development of a funding strategies proposal that results in a diversified and stable funding approach that generates sufficient revenues to cover the cost of implementing the proposed recommendations. For this reason, we will consider the phased implementation timeline of the various recommended programs/policies in the ZWIP and match the implementation timing of various funding strategies to bring needed revenue in at the right time. The funding strategies proposal will present the preferred strategies, a brief description of each, its revenue potential, identification of what program/policies the funding method would support, and the timing for implementation.

#### [Task 3.3 City Staff Meeting to Review Task 3 Findings](#)

HF&H will facilitate a meeting with City Staff to review the findings of Subtasks 3.1 and 3.2. The presentation will be made in Excel in order to provide both the summary results and detailed assumptions that build up to them. This will allow some interactivity around the analysis and the ability to play with "what if" as we discuss the findings. At this meeting, we will review the programs identified in Subtask 2.2 and their projected diversion and resource impacts calculated under Subtasks 3.1 and 3.2. We believe that this meeting is a critical step as solicitation of staff feedback will inform the most appropriate programs and policies to include in the updated ZWIP.

#### [Optional Tasks](#)

##### *Optional Task 3.4 Benchmarking Program and Policies of Other Agencies*

Both the City and HF&H recognize that we can learn from the experience of others that have developed and implemented zero waste plans. As an addition to the cost, diversion, and funding analysis performed in Task 3, we can provide benchmarks for programs and policies in up to four leading sustainable resource management and zero waste communities comparable to the City of Alameda. We will provide narrative, graphic, and spatial comparisons to showcase the successes and challenges other jurisdictions have faced on their zero waste journey. HF&H is uniquely qualified to provide the City with relevant and detailed benchmarks for various programs and policies because many of these agencies are our ongoing clients with whom we work closely on various aspects of their zero waste planning and implementation. Our internal database and institutional knowledge will ensure the City is getting the most up-to-date and relevant information available.

In addition to our broad understanding of zero waste efforts throughout California, we have a high familiarity with what is happening within Alameda County and the City itself based on our recent work with Castro Valley and the Cities of Dublin, San Ramon, San Leandro, Oakland, and Alameda. We will use this experience to provide the City the most relevant benchmarks for comparison.



Our findings will be used to provide insight into the feasibility of programs and policies developed in Tasks 2.1 and 2.2.

### *Optional Task 3.5 GHG Emission Analysis*

HF&H can prepare an estimation of GHG emission reductions, which will help align the zero waste strategy with the City's Climate Action and Resiliency Plan (CARP). HF&H will use an in-house, hybrid GHG calculation method that relies on EPA's Waste Reduction Model for estimating GHG emissions reductions for non-organic materials and California's Air Resources Board (CARB) method for estimating emissions reductions from the diversion of organic waste (food waste, compostable food-soiled paper, and yard trimmings) from landfills to compost facilities. We have found this analysis is valuable to agencies that want to consider impacts beyond just cost and tonnage diversion in their decision-making process.

### *Optional Task 3.6 Equity Scans*

An essential element to achieving the City's zero waste goal is widespread community adoption of programs and policies. HF&H can support the City in taking a critical look at how various programs and policies impact different populations throughout the City by conducting equity scans. Performing a comprehensive equity scan will provide deep insight into which populations may have challenges accessing resources, participating in programs, or taking advantage of available community benefits. This in turn will allow the City to design programs from the beginning to overcome these challenges, providing greater benefit to, and buy-in from, the community.

HF&H has an established diversity, equity, and inclusion committee (DEIC) that meets regularly to discuss and address issues related to solid waste programs, policies, and infrastructure. The committee advises our firm on strategies to ensure diversity, equity, and inclusion are considered throughout all of the tools and processes HF&H uses to serve our clients. Additionally, the Project Manager proposed for this project currently sits as the Co-Chair for the Northern California Recycling Association's Diversity, Equity, and Inclusion Committee. This experience will ensure the City receives the latest insights from industry best practices throughout the state.

HF&H will perform equity scans on up to three programs or policies determined by the City. To perform the equity scan, HF&H will first identify a team to perform the scan. Ideally, the team will be composed of four or five individuals who can provide diverse and nuanced perspectives throughout the scan process. HF&H recommends including at least one City staff member as part of the scan team. Once the team is identified, HF&H will facilitate a three-hour workshop to perform the scan. During this workshop the team will identify all impacted stakeholders, the level of positive or negative impact for each stakeholder group, challenges or barriers to participation, and solutions to mitigate inequitable challenges and inequitable distribution of impacts. The results of the scan will be summarized for the City and utilized to develop recommendation for the final updated ZWIP.

### Task 3 Deliverables

- Cost, resource, and diversion analysis
- Final list of City-approved programs and policies to include in the updated ZWIP



## Task 4: Community Engagement, Survey and Presentation

*“Proposers should include in their response a robust, diverse community engagement plan that at minimum includes two community meetings with City staff and a community wide survey, and presentation of engagement results to City staff. The community engagement plan should aim to capture a broad representation of the community and reflect the diverse ideas of the community’s input. Proposer will include a report outlining community input efforts and response in the Plan.”*

Achieving the City’s zero waste goal will involve participation and commitment from a wide range of stakeholders. Given this, we are pleased that the City has emphasized engaging the participation of stakeholders in this planning process. Hearing from City staff, residents, businesses, haulers, community organizations, and others about their current experiences, recommendations for improvements, and ideas for furthering diversion efforts is essential. It will result in the creation of a ZWIP that uniquely reflects the City of Alameda and that is more likely to garner support from various stakeholders and the City Council.

HF&H has a long history of engagement with the City of Alameda. Most recently, during the City’s solid waste procurement process, we engaged directly with CASA, the City’s economic development team, and the Alameda Chamber to educate stakeholders on the procurement process and solicit feedback on programs and priorities. This recent engagement means relationships with these groups are still fresh and will allow us to quickly reengage with these key stakeholders. Below, HF&H presents a participation strategy that includes two community meetings and a community-wide survey, as requested in the RFP. We believe, however, that this is a minimal strategy and would be more valuable by enhancing the process with additional elements to engage more of the public throughout the planning process. One element we would like to discuss further with the City if selected for this engagement is the incorporation of Geographic Information Systems (GIS) services to assist with spatial analysis and community engagement.

GIS is a computer-based system that collects, maintains, stores, analyzes, outputs, and distributes spatial data to explore relationships, patterns, processes, and trends. Conducting analysis and displaying findings in a geographic format can assist in decision-making by representing relationships that general quantitative trend analyses may not. For example, a spatial analysis of a hauler route can easily display a range of attributes from missed pick-ups to time lags to contamination monitoring, all in the same visual representation. The visual and spatial analyses that GIS services can provide are particularly effective in engaging various stakeholder groups and summarizing data in a digestible manner. HF&H has an in-house GIS team that is available to work on spatial and relational analyses and map making projects. Some of these analyses and accompanying graphics will be incorporated in the stakeholder presentations described throughout this task assuming data is readily available. If heavy data collection or clean-up is needed, HF&H can work with the City to determine if additional resources or budget will be required to perform the GIS services requested.

Additional enhancements to the community engagement strategy are proposed as “Optional Tasks” in our budget for the City’s consideration. We don’t want these “extra” scope items to count against our cost score and, because they are not required proposal elements, we have not offered them as part of our base proposal.

### Task 4.1 Community Survey

Since our founding, HF&H has relied upon public opinion survey efforts to help agencies understand what the public values and how they view public services provided to them. These surveys often provide a more robust understanding of public opinions than community meetings can offer. Our experience includes preparing and working with public opinion survey firms on dozens of surveys for public agencies. Recently, we worked with the City and its third-party survey firm on a recent survey for the City related to the City’s

Task 4: Our proposed community engagement strategy includes developing a community survey and hosting meetings that increase diverse representation from the community.



franchise collection services. The results of the survey were presented at workshops to stakeholders throughout the procurement and negotiation process. Both the results of the survey and discussions from the workshops guided key program decisions. Another recent and highly relevant example is a statistically-valid public opinion survey for Carlsbad in which HF&H designed the survey related to public opinions on recycling programs and Sustainable Materials Management (SMM) policies (e.g. single-use plastics, sustainable building practices, circular economy, etc.) to inform the City's adoption of some of the most progressive SMM policies in the state. This allowed for a robust survey approach that supported the City Council's decision-making process in the face of numerous interest groups.

Considering the benefits and success we have seen working with a third-party firm to implement a statistically valid survey, HF&H recommends utilizing this approach for the City, and we have described that approach here. If the City wishes to have HF&H plan and implement the entire survey, we can provide that service and the associated budget is described under Optional Task 4.7. While this is listed as Task 4 in the scope of work, we propose implementing some form of public opinion survey early in the development of the updated ZWIP (likely in Task 2 or 3) to ensure community voices are incorporated into the foundational elements of the ZWIP.

HF&H will support the City in managing the survey process and coordinating with the selected survey firm. This management will include attending a kick-off meeting with the City and the selected firm, tracking the agreed upon timeline and action items, and following up as needed with responsible parties to ensure tasks are completed on time. In addition to ongoing oversight of the survey process, HF&H will provide input on the survey questions and final survey format/platform. Coupling the statistically valid survey process of the selected firm and the deep industry knowledge of HF&H, the City can feel confident they will receive relevant and insightful survey responses. At the end of the survey, HF&H will analyze and summarize survey results to highlight community trends and develop recommendations for the City's ZWIP.

#### [Task 4.2 Community Meetings](#)

Our prior experience in the City of Alameda provides a direct and relevant case study for how to produce successful community meetings. HF&H will build off our prior experience to improve the reach of these meetings. While one community meeting may focus on traditional zero waste stakeholders such as the business community, haulers and community recyclers, and environmental groups, we recommend at least one meeting target the broader public. This may include groups historically burdened by environmental inequities or who may not see zero waste as a relevant issue such as families with young children, households living below medium income levels, restaurant workers, multi-generational households, and community health advocates. Gaining buy-in and relevant feedback from these community members will necessitate messaging information about the ZWIP in a way that highlights how the City's zero waste goals overlap with the City's economic and cultural goals. HF&H will build engaging presentation materials and take-home infographics and craft messaging that helps community members understand the full range of potential costs and benefits that may impact them as a result of the ZWIP's implementation. To connect with these stakeholders, HF&H will work with the City to identify and strategize solutions for inclusive participation and overcoming attendance barriers such as conflicting work schedules, availability of childcare, and translation needs.

We will work closely with the City to strategize on when to hold each meeting and reserve a portion of each meeting as an open forum to invite input from those in attendance. If the technology is available, we also recommend broadcasting the meetings live, allowing questions from virtual attendees, and providing presentations and survey materials digitally for those who could not participate in person.

HF&H will build engaging presentation materials and take-home infographics, and craft messaging that helps community members understand the full range of potential costs and benefits that may impact them as a result of the ZWIP's implementation.



### Task 4.3 Presentation of Engagement Results

HF&H will hold one, virtual, meeting with the City to review and discuss the input received from stakeholders and determine how to incorporate agreed-upon comments and ideas into the final recommendation and updated ZWIP. HF&H will create a visually graphic PowerPoint to highlight the methodology used to gather community feedback and the result of such engagement. We will analyze the community outreach efforts to highlight any trends across the community, missing stakeholder groups, and unique or innovative ideas. HF&H cannot commit to conducting a complete cost-benefit analysis on all stakeholder-suggested programs, largely due to the often vague and speculative nature of such suggestions, however the input and suggestions can be a valuable tool in envisioning the City's future path towards zero waste and should be recognized in the plan. We will also use the input to guide us in selecting and prioritizing the programs and policies that will be included in the final updated ZWIP. We will include the summary of stakeholder input within the ZWIP and include individual community responses as an attachment for future reference.

### Optional Tasks

#### *Optional Task 4.4 Participation Process for the City's Internal Operations*

To realize the City's zero waste goal, City staff from all departments and across all staffing levels will need to be engaged, educated, and empowered to implement zero waste practices. City staff not only serve as a model for the community, but many staff will play a key role in how individual programs and policies are implemented and enforced. Due to the large role City staff plays in realizing the City's vision, HF&H recommends developing an engagement plan specifically focused on internal operations that recognizes the interests of, and the constraints under which, management and staff of various departments operate. This may include engaging departments such as Purchasing & Contracting, General Services, Planning & Development Services, Environmental Health, Parks and Recreation, Community Development, and Health & Human Services.

As an optional task for the City, HF&H will focus on learning from internal stakeholders what waste reduction and diversion programs/policies are currently in place for City operations, what is working and what is not, what results are being realized, and what type of improvements are desired for current programs and policies. We will additionally seek input on the Menu of programs and policies developed in Task 2.2 that would have the highest impact on City operations. During this process, we will gain an understanding of real and/or perceived barriers and concerns for increasing diversion. Feedback gathered directly from staff will likely uncover challenges and solutions that are only identifiable by those on the ground, who are experts at the tasks they are assigned.

To engage with these various departments, we will coordinate up to two meetings (up to two hours each) with key internal stakeholders. Sample topics discussed during the meetings may include zero waste challenges and concerns, proposed policies and programs, and innovative ideas and operational enhancements. The meetings will be initiated with a presentation and then shift to a facilitated open forum to invite input from participants. Individuals, who may not be able to attend the meetings or who have follow-up input, will have the option to review the presentation and minutes of the meetings, listen to the audio recording, and provide input through an online survey. We will make the presentation materials available to the City should it need additional meetings (over and above the two included in this proposal) with certain departments.

#### *Optional Task 4.5 Focus Group Discussions*

To surpass the current 89% diversion goal and drop to 1.2 pounds of waste per person per day, HF&H recommends identifying specific community groups to conduct focus group discussions with. Focus Group Discussions (FGDs) can provide valuable insights into the

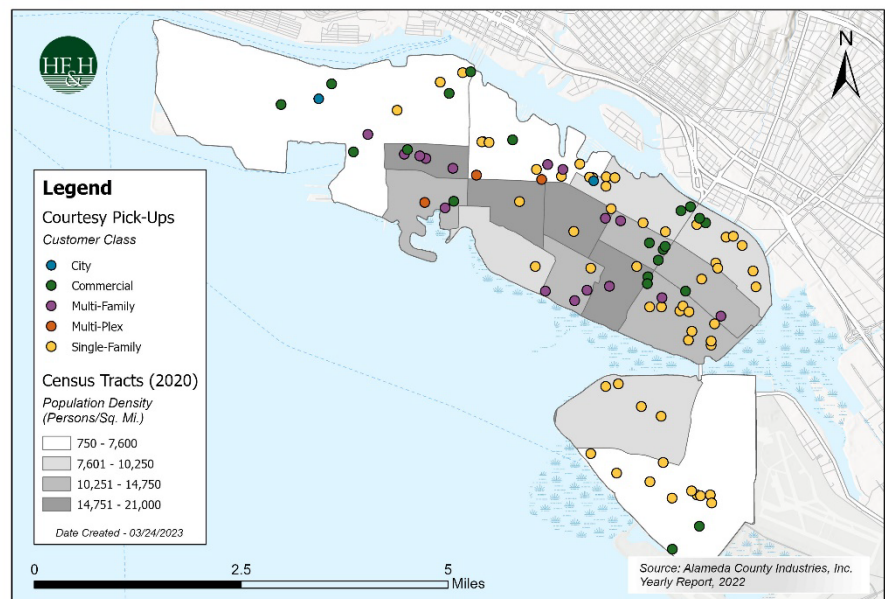
*HF&H has extensive cross-department coordination experience including coordinating with every internal department and division within the City of Carlsbad to develop unique SMM implementation guides for each department.*



primary participation barriers of various diversion programs. More importantly, they can help identify potential solutions to these barriers. FGDs are unique from more general community meetings in that they provide a targeted approach to engaging communities that may have historically lacked equitable representation in decision making processes. An intimate discussion with limited members (10-15 participants) identified using shared characteristics (socio-demographics, neighborhood, vocation, etc.) creates an environment where participants can share candid responses, ascertain vignettes, and develop a common understanding or collective ownership of a communal problem.

As discussed earlier in this proposal, HF&H can incorporate a spatial analysis using data from the City and related service providers to augment our services. In this case, a GIS mapping may help identify potential target populations. For example, the below proxy Courtesy Garbage Pick-Up map indicates that Single Family Households in less densely populated areas have a higher frequency of missing their trash days. Further investigation through FGDs may reveal reasons as to why these courtesy pickups are required – scheduling conflicts, blocked service areas, route inefficiencies, etc. Similarly, spatial analysis with data, if available, highlighting contamination frequency overlaid with route data may help identify target groups with unique barriers to participation. Spatial analysis in this regard can highlight socio-economic nuance that otherwise maybe overlooked.

### Courtesy Garbage Pick-Ups in the City of Alameda



Note: This proxy map is created from a subset of publicly available data with the sole purpose of illustrating the potential for spatial analysis in the City of Alameda's Zero Waste Plan. HF&H makes no claims, no representations, no warranties (express or implied) concerning the validity or accuracy of this map.

HF&H will work with the City and other key City partners to identify and target populations for FGDs that have not participated in previous engagement efforts. After the sample size and target population are identified, HF&H, in collaboration with the City and community organizations such as CASA, will recruit participants. Recruitment efforts will need to consider participants availability and include equitable incentives for participation. HF&H will then develop a FGD Questionnaire to be used for the discussions, develop meeting materials, and coordinate scheduling. Each FGD will last approximately 60 minutes. Our team's extensive experience engaging with diverse and multi-cultural communities throughout the Bay Area will ensure FGDs are facilitated in a way that empowers participants to engage authentically while ensuring conversations are productive and respectful.

HF&H will compile the results into a summary document to be shared with the City highlighting key findings. These findings will also be incorporated into the ZWIP in the form



of recommended actions and strategies to help reach diversion goals, promote sustainability, empower diverse communities, and protect at-risk populations from future environmental health and safety risks.

#### *Optional Task 4.6 Additional Community Meetings*

Considering the broad reach the ZWIP will have on the Alameda community, we recommend the City consider adding additional stakeholder meetings as they are described under Task 4.2. Each additional meeting opportunity will improve participation levels from diverse community sectors across the City and strengthen the overall design of the updated ZWIP. With a high level of community input throughout the planning process the City will gain a deeper understanding of the political, behavioral, and economic issues that will influence the planning process. In our cost proposal we have included as an optional task a per unit cost for planning and presenting at additional community meetings.

#### *Optional Task 4.7 HF&H Coordinates and Conducts Community Survey*

If the City chooses to engage HF&H to fully coordinate and conduct the community survey, we will work closely with the City to identify the survey purpose and goals and the most logical and cost-effective method for disseminating the public survey. HF&H will develop a set of questions based on the focus areas and goals identified by the City and revise the question based on City input prior to building the survey. Once the questions are finalized, HF&H will use Survey Monkey to design a survey that elicits honest feedback from respondents.

HF&H will advise the City on various stakeholder groups to provide the survey to such as local businesses, non-profits, tenants of multi-family properties, and families, and provide recommendations for reaching these various stakeholder groups. Once the survey is live, HF&H will track survey responses and inform the City if any additional outreach or reminders should be sent to specific stakeholder groups.

Upon receipt of the final survey results, HF&H will perform an analysis of the input and summarize those results in a PowerPoint-style report for City staff. These results will also be included in the final plan documents in Task 5.

#### Task 4 Deliverables

- Community input and response report (documented within the Updated ZWIP)
- Community-wide survey
- Two community PowerPoint presentations
- Presenting at two community meetings
- One staff presentation

### **Task 5: Prepare New Zero Waste Implementation Plan Report, Goal Date, and Timeline**

*“A final comprehensive Plan will be prepared for the City, presented to City staff and elected officials. Proposers should include cost here for a minimum of one City Council presentation and an alternative cost proposal for additional presentations to staff and/or City boards and commissions.”*

Our objective in this task is to synthesize our analysis into an intuitive document and present information in an easily digestible format. Prior to compiling the full ZWIP, HF&H will work with the City to determine the level of detail to include, the ZWIP’s format, and the target audience. This will aid our staff in delivering a product that meets the needs of the City. For City-wide strategic initiatives, such as zero waste planning, we often recommended our clients consider generating two versions of the final plan: one version





Task 5: HF&H will synthesize our analysis into an intuitive document and provide presentations in an easily digestible format.

containing a high level summary presented in a graphic format for sharing with external stakeholders (public facing), and a detailed and specific implementation plan meant to guide the City's internal operations. As part of our base proposal, we have included pricing for a detailed implementation plan. As an optional enhancement, we can also provide the City a secondary, public facing plan as detailed in Optional Task 5.5.

#### [Task 5.1 Draft Updated Zero Waste Implementation Plan](#)

HF&H will compile the results of the work in Tasks 1 through 4 into an informative and comprehensive Zero Waste Implementation Plan. The draft ZWIP will include at minimum the following elements:

- The summary report evaluating the City's current progress developed in Task 1.
- A new zero waste goal date and timeline for assessing progress.
- Recommended programs and policies to achieve the City's goal.
- The community engagement summary and responses developed in Task 4.
- Key implementation steps and a high-level phased implementation schedule.
- Detailed analysis and supporting documentation generated throughout the engagement as ZWIP attachments.

The Plan will also address key assumptions made and any operational, logistical, economic, and/or political considerations that may impact the ZWIP's implementation. City staff will receive a copy of the draft ZWIP for review. HF&H will provide a copy of the ZWIP through a shared cloud platform and anticipates the City will provide comments, edits, and suggestions directly into the shared document. After the City has had time to review the draft ZWIP, we will schedule one virtual meeting to review comments and answer any questions from the City. HF&H will ask follow-up questions and provide example language to ensure we fully understand the scope of changes the City would like to make.

#### [Task 5.2 Refine and Finalize the Implementation Plan](#)

After receiving input and direction from City staff on the draft ZWIP, HF&H will refine and prepare a final draft that incorporates the specific changes requested by the City. HF&H will update the ZWIP to address any issues or concerns raised during the meeting described in task 5.1 and resolve any outstanding changes or comments. This final revision will produce the Final 2023 Zero Waste Implementation Plan for the City.

#### [Task 5.3 Presentation to City Council](#)

HF&H commits to preparing for and presenting at one City Council meeting. During this presentation, Councilmembers will receive a summary of the key components of the City's ZWIP including, an evaluation on current progress, recommended policies and programs, insights from community engagement efforts, and an update on the City's zero waste target date and key milestones. The presentation will be accompanied by a PowerPoint presentation designed with engaging graphics to summarize the ZWIP's main elements. Staff will have the ability to review the PowerPoint slides and provide feedback prior to HF&H's presentation to the Council. Our staff is highly effective at working with elected bodies to navigate difficult questions and respond to diverse perspectives particularly surrounding resource and cost responsibilities. The Alameda City staff will receive HF&H's unwavering support in facilitating the discussion of the ZWIP and responding to questions from the Council and public.

#### [Optional Tasks](#)

##### *Optional Task 5.4 Additional Plan Presentations*

HF&H will provide additional stakeholder presentations summarizing the Final ZWIP. Presentations may be provided to internal staff, City Boards, or commissions. HF&H will



tailor the Council presentation slides developed in Task 5.3 to appeal to each specific stakeholder group and work with the City to incorporate topics of particular interest for each stakeholder group. Presentations may be provided in-person, virtually, or as a hybrid model.

#### *Optional Task 5.5 Produce a Public Facing Zero Waste Plan*

HF&H will produce a high-level summary of the Zero Waste Plan designed to be viewed as an easily shareable PDF. The summary Plan will include graphic representation of key components of the plan and be presented in a visually engaging format.

#### Task 5 Deliverables

- Final 2023 Zero Waste Implementation Plan
- Presentation slides for City staff and elected officials
- Presentation delivery at one City Council meeting

### **Project Schedule**

HF&H proposes the following project schedule. We expect the full engagement, as described in our base proposal, to be completed in approximately 22 weeks. The project duration may be longer if the City chooses to include tasks listed as “Optional” from our proposal.

Task	Timeframe
<b>Project Commencement</b>	Begins within one week of receipt of Notice to Proceed from City.
<b>Task 1:</b> Evaluate past Plans and Review Effectiveness of Current Programs	Completed within six weeks of project commencement.
<b>Task 2:</b> Recommend New Zero Waste Strategies and Current Policy and Program Enhancements	Completed within four weeks of the completion of Task 1.
<b>Task 3:</b> Use Data-Driven Approach to Estimate Diversion Potential and	Completed within eight weeks of the completion of Task 2.
<b>Task 4:</b> Community Engagement, Survey and Presentation	Completed within fourteen weeks of project commencement. *
<b>Task 5:</b> Prepare new Zero Waste Implementation Plan Report and Goal Date/Timeline	Draft report for City review completed within four weeks of the completion of Task 3. **

\* HF&H recommends some elements of Task 4 to be conducted early in the engagement (within the timeframes established for Tasks 1 and 2) to ensure community voices are integrated throughout the development of the ZWIP.

\*\* The final ZWIP report will be completed within four weeks of receiving the City’s final edits and comments on the drafted report. Full completion of Task 5, including the Council presentation, will be dependent on the established schedule of City Council meetings.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2023

**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).**

<b>PRODUCER</b> Newfront Insurance Services, LLC 450 Sansome Street Suite 300 San Francisco CA 94111	<b>CONTACT NAME:</b> Ashley Mack <b>PHONE (A/C. No. Ext):</b> (415) 754-3635 <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> ashley.mack@newfront.com <table style="width: 100%; border-top: 1px solid black; border-bottom: 1px solid black;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Citizens Insurance Company of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td><b>INSURER B:</b> Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td><b>INSURER C:</b> Gemini Insurance Company</td> <td style="text-align: center;">10833</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Citizens Insurance Company of America	31534	<b>INSURER B:</b> Hartford Casualty Insurance Company	29424	<b>INSURER C:</b> Gemini Insurance Company	10833	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
<b>INSURER A:</b> Citizens Insurance Company of America	31534														
<b>INSURER B:</b> Hartford Casualty Insurance Company	29424														
<b>INSURER C:</b> Gemini Insurance Company	10833														
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b>  HF&H Consultants, LLC  590 Ygnacio Valley Rd. Suite 105 Walnut Creek CA 94596															

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	X		OBF-D681476-06	09/06/2023	09/06/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBF-D681476-06	09/06/2023	09/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED
	BODILY INJURY (Per person) \$						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			OBF-D681476-06	09/06/2023	09/06/2024	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57 WEC ZR5765	09/06/2023	09/06/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
C	Professional Liability			VNPL013999	09/06/2023	09/06/2024	Aggregate 2,000,000
	Each Loss Ded 10,000						
							Each Claim 2,000,000

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

The City of Alameda, its City Council, boards and commissions, officers & Employees are included as an additional insured as required by a written contract with respect to General Liability.

DS  
*Le* 9/7/2023

**CERTIFICATE HOLDER****CANCELLATION**

City of Alameda, Public Works Department Liam Garland 950 West Mall Square, Room 110 Alameda CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: OBF-D681476-06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

<b>SUMMARY OF COVERAGES</b>	<b>Limits</b>	<b>Page</b>
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
  - (4) To any:
    - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

**2. Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

**Additional Insured - Broad Form Vendors**

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
  - (3) Will not be broader than coverage provided to any other insured; and
  - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 

The insurance afforded to the vendor does not apply to:

  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) 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 for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property,** paragraph (2) is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
1. "Customers goods" means property of your customer on your premises for the purpose of being:
    - a. Worked on; or
    - b. Used in your manufacturing process.
  - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured,** paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

## 6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

## 7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

**o. Recall of Products, Work or Impaired Property** is replaced by the following:

**o. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

**Product Recall Expense Limits of Insurance**

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;



- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - (4) Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space;
  - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal, you incur exclusively for the purpose of recalling "your product"; and
    - b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
  - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**  
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**  
**Representations**  
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**  
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**  
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.