

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of March 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and The Pivotal Group Consultant, Inc., a CA corporation, whose address is 1945 Pavilion Lane, Chula Vista, CA, 91915 (“**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: Strategic planning services, including facility assessments, community engagement, and staff engagement for the Alameda Free Library. City staff issued an RFP on October 7, 2024 and after a submittal period of 36 days received seven timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on March 4, 2025.
- E. The City and Provider desire to enter into an agreement for strategic planning services for the Alameda Free Library, 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 March 2025, and shall terminate on the 31st day of May 2026, 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. Provider shall submit to the City an invoice at the satisfactory completion of each phase of the project as set forth in Exhibit B. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Compensation for work done under this Agreement, shall not exceed \$123,600.

Use of contingency shall be for items of work outside the original scope 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 shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

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. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

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. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. 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 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
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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(S):

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. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

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
Library
1550 Oak St.
Alameda, CA 94501
ATTENTION: Michael Eitner, Library Director
Ph: (510) 777-7747

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

The Pivotal Group Consultant, Inc.
P.O. Box 212164
Chula Vista, CA 91921
ATTENTION: Dr. Lyn Corbett, President
Ph: (619) 882-2964

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

City of Alameda
City Attorney's Office
2263 Santa Clara Ave
Alameda, CA 94501
ATTENTION: Lisa Cooper, Administrative Services Coordinator
Ph: (510) 747-4764 / lcooper@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. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

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. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. 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.

28. 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.

29. 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.

30. 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.

The Pivotal Group Consultant, Inc.
a California corporation,

DocuSigned by:

Lyn Corbett

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Lyn Corbett
President

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

Signed by:

Takisha M. Corbett

EC418EB65C7B416...

Takisha Corbett
Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:

Michael Eitner

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Michael Eitner
Library Director

APPROVED AS TO FORM:
City Attorney

Signed by:

Hannah Nead

16155F25D408475...

Hannah Nead
Deputy City Attorney

The Pivotal Group Consultants Proposal | Alameda Free Library Strategic Plan

SCOPE OF SERVICES AND METHODOLOGY

TPG approaches the strategic planning process in three phases: Evaluate – Validate – Integrate. This three-step approach has been tested in hundreds of strategic planning efforts and provides a simple and flexible strategic approach to thinking, acting, and learning.



Each phase is designed to be collaborative with the Library, including internal and external stakeholders. The first phase focuses on gathering and analyzing Library data and feedback to establish the strategic direction and communicating about the project plan to gain buy in and understanding from internal stakeholders. The second phase focuses on facilitation and compiling external stakeholder data. The final phase focuses on strategic action plan development and implementation planning that culminates in specific and relevant objectives, goals, and key performance indicators in the form of a “roadmap” that the Library can use to implement and monitor the strategic plan after the project itself concludes. Continuous measurement, implementation, and monitoring activities are included throughout the project.

Our approach is rooted in an inclusive, collective, and collaborative process to ensure that all stakeholders are engaged each step of the way to develop a shared understanding of the work and build consensus on the action plans and direction. We believe that combining both qualitative and quantitative approaches is the best way to gather the data necessary to inform an exceptional Strategic Plan.

Our strategic planning methodology is designed to ensure meeting project deadlines and reporting project activity are consistent throughout the length of the project. We assign a lead personnel with each project we take on and input each client and their respective project including individual tasks and deliverables into our comprehensive internal tracking system to ensure progress is monitored for every activity. Strategic planning projects require a collaborative approach, and we recommend forming a strategic planning team that we can work alongside at the strategic level to provide clarity on general program direction and internal goals.

The Pivotal Group Consultants Proposal | Alameda Free Library Strategic Plan

Exhibit A

Phase One: Evaluate

Organization, Community, & Industry Data Collection

The first phase is to identify the Library's strategic direction. This phase is tactical in nature and will provide data to assess the Library's infrastructure and services, and to discuss the planning approach and expectations. This phase emphasizes communication and building plan ownership with Library staff.

Key components of this stage include:

- **Strategic Planning Priority Setting Session** – Meeting with designated Library leadership to gain deeper understanding of the project, agency culture, and to identify the key questions for the planning process and Library goals.
- **Strategic Planning Team Meetings** – Guided conversations with the designated Strategic Planning Team throughout phase one working directly on the project.
- **Needs Assessment** – Collect Library information to identify gaps. This level of detailed analysis will provide a strong foundation for the subsequent phases.
 - **Document Synthesis** – Gathering and reviewing Library documents (can include past Strategic Plans, financial reports, etc.) to assess agency infrastructure and services.
 - **Facilities Assessment** – Inventory Library buildings.
 - **SWOT Analysis** – Identify and evaluate Library's Strengths, Weaknesses, Opportunities, and Threats to understand the agency's internal capabilities and external environment.
 - **Capacity Assessment Tool** – Measure institutional core capacities such as leadership, management, and technical.
- **Strategic Planning Kickoff All-Staff Meeting**– Convene Library staff to introduce the strategic planning process, encouraging questions and feedback through structured, participatory exercises facilitated by TPG.
- **Phase 1 Conclusion** – Meeting with the strategic planning team and other identified key individuals to discuss findings and next steps.

Deliverables: Meeting with Library Leadership; forming/meetings with the Strategic Planning Team; All-Staff Kickoff; Needs Assessment; data results and draft agenda for Phase 2.

Phase Two: Validate

Team Meetings, Research and Assessment, and Stakeholder Engagement

Phase Two builds on the information gathered during Phase One with a focus on gathering data from key stakeholders. TPG believes strategy always begins with an understanding of the agency's core identity and seeks to leverage its core strengths and qualities to be most effective. We prioritize engagement and participation through direct outreach during this phase. Combining both qualitative and quantitative approaches will provide a strong foundation for the completion of this project. This multi-pronged approach to community engagement and data collection will ensure a strategic plan that truly reflects the needs, aspirations, and potential of the Library.

The Pivotal Group Consultants Proposal | Alameda Free Library Strategic Plan

Exhibit A

Key components of this stage include:

- **Strategic Planning Team Meetings** – Regularly scheduled working and update meetings; includes guided discussions with the Team regarding Library mission, vision, values, and strategic priorities to identify challenges and opportunities and validate data and feedback. This process is used to develop strategies to promote overall planning and sustainability.
- **All-Staff Meeting** – Convene Library staff to provide a project update, introduce staff survey, and facilitate structured opportunity for staff feedback to learn specific needs and perspectives of staff.
- **Stakeholder Engagement (Interviews/Surveys/Forums)** – TPG will facilitate and gather employee and community input to identify current and future topics of interest and agency goals. TPG will strategize communicating the Library's strategic planning process to ensure Library partner and community participation.

Community engagement is the backbone of any successful strategic plan. Therefore, we have developed robust, tailored methodologies to capture diverse perspectives and ensure inclusiveness.

- *Employee Survey:* We will design and administer a virtual Library employee survey to assess workload, prioritizing tasks, and institutional barriers to completing tasks.
 - *Community Survey:* We will design and administer both online and paper-based surveys to reach library users and non-library users. Our surveys will be designed to gather opinions on existing services, areas of improvement, and community needs. Survey will be available in English, Spanish, and Chinese.
 - *Interviews:* We will conduct a joint interview with the City Manager and Assistant City Manager, and individual interviews with the Mayor, City Councilmembers, and Library Board Members to glean deeper insights.
 - *Stakeholder/Partner Forums:* We will facilitate two forums with designated Library Community Partners to gain feedback on the library from these stakeholders.
 - *Community Forums:* We will facilitate community forums at designated Library locations where broader community input can be captured allowing for open dialogue and the emergence of innovative ideas and perspectives. (4 English meetings, 1 Spanish meeting, & 1 Mandarin meeting.)
 - *Digital Engagement:* Recognizing the importance of digital platforms, we will utilize social media, email newsletters, and online publications to engage with the community, especially those who may not be able to participate in-person.
- **Compile Data and Research** – TPG will analyze the findings from the above activities for common themes and meet to discuss the findings and next steps.

Deliverables: Facilitated team meetings; All-Staff meeting; stakeholder engagement; Mission/Vision/Values review; and stakeholder summary report.

Phase Three: Integrate

Strategic Action Plan Development, Final Strategic Plan, Develop Implementation Plans

Phase three entails completing all identified deliverables and presenting draft and final strategic plans. The Library will be engaged around strategies to progress with and monitor progress on the Strategic Plan.

Key components of this stage include:

- **Draft Strategic Action Plan** – Subcommittees within the planning team will be established around identified priority areas to produce a draft strategic action plan with detailed goals, objectives, and major initiatives (including responsibilities, activities, and timelines) to be included in the final strategic plan document. Groups will meet 1-2 times during Phase 3 and utilize tools that address the priorities facing the agency. TPG will facilitate subcommittee meetings as needed to assist with strategy prioritization.
- **Finalized Five-Year Strategic Plan** – This includes both an internal plan document and a public-facing document for publishing and distribution. The full internal detailed Strategic Plan document includes all the finalized content developed in the Strategic Action Plan as well as metrics and outcome measures. The public-facing Strategic Plan document includes the Library mission, vision, values, and the high-level strategy goals, objectives, and major initiatives. We work with a graphic designer to develop a document that is visually impactful.
- **Implementation** – We will engage with Strategic Planning team regarding strategies to keep the Strategic Plan a relevant and living document. TPG can provide recommendations for a strategic planning tracking platform for monitoring and evaluating implementation of the plan.

Deliverables: Strategic planning team meetings; draft and final internal and public-facing Strategic Plan; and plan tracking approach.

The Pivotal Group Consultants Proposal | Alameda Free Library Strategic Plan

Exhibit A

TIMELINE

We work with our clients to develop a strategic planning schedule and timeline that works for them. The proposed timeframe for this project is six months from the start of the contract with the Library.

The Gantt Chart below depicts our estimated timeline for each task that comprises our proposal.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Phase 1							
Strategic Planning Priority Setting Session							
Strategic Planning Team Meetings							
Needs Assessment Data Collection (Document Synthesis, Facilities Assessment, SWOT Analysis, & Capacity Assessment Tool)							
Strategic Planning Kickoff All-Staff Meeting							
Phase 2							
Strategic Planning Team Meetings							
All-Staff Meeting							
Develop Stakeholder Interview Guides, Staff Survey, & Community Survey							
Conduct Interviews and Surveys							
Conduct Partner & Community Forums							
Compile and Share Results							
Phase 3							
Subcommittees Established & Meet Regarding Identified Priority Areas							
Development of Draft Detailed Strategic Action Plan							
Incorporate Feedback & Revise Strategic Plan							
Final Strategic Plan Document Development & Implementation Planning							

The Pivotal Group Consultants Proposal | Alameda Free Library Strategic Plan

Exhibit B

COST

See the table below for our Cost Proposal.

TPG Cost Proposal Alameda Free Library Strategic Plan		Amount (hours)	Cost Per Hour	TOTAL
1	Phase 1			
1.1	Intro Planning & Team Meetings; Development of Finalized Project Plans	11	\$200	\$2,200
1.2	Needs Assessment Data Collection (Document Synthesis, Facilities Assessment, SWOT Analysis, & Capacity Assessment Tool)	50	\$200	\$10,000
1.3	Strategic Planning Kickoff All-Staff Meeting	11	\$200	\$2,200
2	Phase 2			
2.1	Strategic Planning Team Meetings	30	\$200	\$6,000
2.2	All-Staff Meeting	11	\$200	\$2,200
2.3	Develop & Facilitate Stakeholder Interviews (City Manager + Assistant City Manager; Mayor, City Councilmembers, & Library Board Members)	80	\$200	\$16,000
2.4	Develop & Conduct Staff Survey & Community Survey	125	\$200	\$25,000
2.5	Plan & Facilitate Library Partner Forums (2) & Community Forums (4)	100	\$200	\$20,000
2.6	Compiling & Sharing Results	80	\$200	\$16,000
3	Phase 3			
3.1	Subcommittees and Development of Strategic Action Plans; Draft Strategic Plan Revision	70	\$200	\$14,000
3.2	Final Strategic Plan Development and Implementation Planning	30	\$200	\$6,000
TOTAL COST SECTIONS 1 - 3				\$119,600
4	Overhead Costs			
4.1	Communications	-	-	\$1,000
4.2	Translator/Interpreter Services	-	-	\$2,000
4.2	Travel	-	-	\$1,000
TOTAL OVERHEAD				\$4,000
PROJECT TOTAL				\$123,600



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2025

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

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

PRODUCER State Farm Insurance / Agent Jose Doria 1685 Metro Ave. Ste 104 Chula Vista, Ca 91915	CONTACT NAME: Lorena Loera Ins. Lic. 0E07882 PHONE (A/C, No, Ext): 619-482-8560 FAX (A/C, No): E-MAIL ADDRESS: lorena.loera.jvr8@statefarm.com														
INSURED THE PIVOTAL GROUP CONSULTANTS INC. 1945 PAVILION LN CHULA VISTA, CA 91915-3214	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm General Insurance Company	25151	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
Y	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		90-E1-G380-8	05/20/2024	05/20/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			574 7788-F01-55D	12/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Miscellaneous Errors & Omissions Professional Liability Insurance			PS0000007297700	01/01/2025	01/01/2026	EACH WRONGFULL ACT 2,000,000 TOTAL LIMIT OF LIABILITY 2,000,000

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

-Required Additional Insured and Waiver of Subrogation Language: The City of Alameda, its City Council, Boards, Commissions, officials, employees, and volunteers.

Following Endorsements Required:

-General Liability Additional Insured Endorsement CG2010 or equivalent

-Waiver of Subrogation Endorsement(s) for: Workers Compensation

-Coverage is Primary/Non Contributory Endorsement(s) for: General Liability

Initial

1/27/2025

CERTIFICATE HOLDER

CANCELLATION

CITY OF ALAMEDA, IT'S CITY COUNCIL, OFFICERS EMPLOYEES VOLUNTEERS, BOARDS AND COMMISSIONS 2263 SANTA CLARA AVE 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> <p>Lorena Loera Ins. Lic 0E07882</p>
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ADDITIONAL REMARKS SCHEDULE

AGENCY JOSE R. DORIA / STATE FARM INSURANCE AGENCY		NAMED INSURED THE PIVOTAL GROUP CONSULTANTS, INC.
POLICY NUMBER 90-E1-G380-8 G		
CARRIER State Farm General Insurance Company	NAIC CODE 25151	EFFECTIVE DATE: 01/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Liability as respects to the City.

Certificate Holder is included as additional insured with regard to General Liability where required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4860.1 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 90 E1G380 8

Named Insured:

THE PIVOTAL GROUP CONSULTANTS
INC
1945 PAVILION LN
CHULA VISTA CA 91915-3214

Name And Address Of Additional Insured Person Or Organization:

CITY OF ALAMEDA, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, VOLUNTEERS,
BOARDS AND COMMISSIONS
2263 SANTA CLARA AVE
ALAMEDA, CA 94501

- 1. SECTION II — WHO IS AN INSURED of SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:

a. Premises And Ongoing Operations

Your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations; or

b. Products—Completed Operations

“Your work” performed for that additional insured and included in the “products-completed operations hazard”.

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

- c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

- (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

- (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or “suit” is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

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

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. 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.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

- c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. **With respect to the insurance afforded the additional insured, the following replaces SECTION II — LIABILITY of Paragraph 7. Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

- a. **This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.**
- b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

CVS Policy No. 90 E1G380 8

8854-FB86

CMP-4787
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 90 E1G380 8

Named Insured:

THE PIVOTAL GROUP CONSULTANTS
INC
1945 PAVILION LN
CHULA VISTA CA 91915-3214

Name And Address Of Person Or Organization:

CITY OF ALAMEDA, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, VOLUNTEERS,
BOARDS AND COMMISSIONS
2263 SANTA CLARA AVE
ALAMEDA, CA 94501

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

CMP-4787

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1006225 137715.1 11-19-2013



Dr. Lyn Corbett
The Pivotal Group Consultants, Inc.
P.O. Box 212164
Chula Vista, CA 91921

January 17, 2025

Mr. Mike Eitner
Director
Alameda Free Library
1550 Oak Street
Alameda, CA 94501

Subject: Workers' Compensation Insurance Requirement

Dear Mr. Eitner,

I hope this message finds you well. As the sole owner and operator of The Pivotal Group Consultants, Inc. I manage all aspects of the business independently, ensuring the highest standards of service delivery to my clients. I look forward to continuing my partnership with the City of Alameda.

Sincerely,

Dr. Lyn Corbett
Owner and Operator
The Pivotal Group Consultants, Inc.