SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ____ day of ____, 2022 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("the **City**"), and SEED Collaborative, a LLC, whose address is 8467 S Van Ness Avenue, Inglewood, CA 90305 ("**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: consulting services and development of Citywide Diversity, Equity, Inclusion, and Belonging Plan. The Plan will serve as a guide to achieve equitable structures, policies and practices and advance a more equitable inclusive and diverse City. The City reached out to all cities in the NorCal Human Resources Director group to request information on groups currently performing this work for other cities. The City compiled a list from the responses received and reached out to determine who would be the best fit. The City conducted final interviews with two firms and at the conclusion of the interview process selected SEED Collaborative.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement and has successfully completed this work for other agencies.

D. The City and Provider desire to enter into an agreement for such services, provided in Exhibit A. 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. <u>TERM</u>:

The term of this Agreement shall commence on the Effective Date and shall terminate on the 30 day of June of 2024, unless terminated earlier as set forth herein.

2. <u>SERVICES TO BE PERFORMED</u>:

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 <u>Exhibit A</u> as requested.

3. <u>COMPENSATION TO PROVIDER</u>:

a. By the 15th 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 as set forth in <u>Exhibit B</u> and incorporated herein by this reference.

b. City shall provide compensation to Provider as set forth in Exhibit B, in an amount not to exceed \$275,000.

4. <u>TIME IS OF THE ESSENCE</u>:

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

5. <u>STANDARD OF CARE</u>:

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. <u>INDEPENDENT PARTIES</u>:

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. <u>IMMIGRATION REFORM AND CONTROL ACT (IRCA)</u>:

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. <u>NON-DISCRIMINATION</u>:

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. <u>HOLD HARMLESS</u>:

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. If any of the Indemnitees are found by a trier of fact to have been negligent, Provide shall have the right to seek reimbursement from City in proportion to that amount of negligence attributed to Indemnitees 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. <u>INSURANCE</u>:

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 (5) 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.

PCH Provider Initials

b. <u>COVERAGE REQUIREMENTS</u>:

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

(1) <u>Workers' Compensation</u>:

Statutory coverage as required by the State of California.

(2) <u>Liability</u>:

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

(3) <u>Automotive:</u>

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

Bodily injury: Property Damage:	\$1,000,000 each occurrence \$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) <u>Professional Liability</u>:

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 occurrence

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. <u>SUBROGATION WAIVER</u>:

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. <u>FAILURE TO SECURE</u>:

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. <u>ADDITIONAL INSUREDS</u>:

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).

E. <u>SUFFICIENCY OF INSURANCE</u>:

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.

11. <u>CONFLICT OF INTEREST</u>:

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. <u>PROHIBITION AGAINST TRANSFERS</u>:

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. <u>APPROVAL OF SUB-PROVIDERS</u>:

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 <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. <u>PERMITS AND LICENSES</u>:

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. <u>REPORTS</u>:

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. <u>RECORDS</u>:

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. <u>NOTICES</u>:

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 Human Resources Department 2263 Santa Clara Avenue Alameda, CA 94501 Attn: Nancy Bronstein, Human Resources Director nbronstein@alamedaca.gov

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

SEED Collaborative 8467 S Van Ness Avenue Inglewood, CA 90305 Attn: Paul C. Hudson paul@seedcollab.com

18. <u>SAFETY</u>:

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. <u>TERMINATION</u>:

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. <u>ATTORNEYS' FEES</u>:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. <u>HEALTH AND SAFETY REQUIREMENTS</u>.

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. <u>COMPLIANCE WITH ALL APPLICABLE LAWS</u>:

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. <u>CONFLICT OF LAW</u>:

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. <u>WAIVER</u>:

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. <u>INTEGRATED CONTRACT</u>:

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. <u>CAPTIONS</u>:

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. <u>COUNTERPARTS</u>:

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. <u>SIGNATORY</u>:

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. <u>CONTROLLING AGREEMENT</u>:

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.

SEED COLLABORATIVE, LLC

DocuSigned by: tara taylor

Tara Taylor **Chief Operating Officer** CITY OF ALAMEDA a municipal corporation

Eric J. Levitt City Manager

DocuSigned by: Paul C. Hudson

6BEB8690D53C49C... Paul C. Hudson Senior Consultant & Co-Founder

RECOMMENDED FOR APPROVAL

-DocuSigned by:

Nancy Bronstein Nancy Bronstein Human Resources Director

APPROVED AS TO FORM:

DocuSigned by: ALAN (OHEN

Alan IVI. CONCI Assistant City Attorney

City of Alameda • California

Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinatedⁱ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

SEED Collaborative, LLC

Date:^{12/23/2021}

DocuSigned by: Paul C. Hudson

By: Paul C. Hudson Its Senior Consultant & Co-Founder

ⁱ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

seedcollaborative



Equity Plan Consultant Proposal

8467 S Van Ness Avenue | Inglewood CA 90305 | 323.320.4888 | www.seedcollab.com

Proposal

Consulting Proposal

Seed Collaborative, LLC (Seed or Consultant), proposes to provide consulting services to assist the City of Alameda (City or Client) with the development of a city-wide Diversity, Equity, Inclusion, and Belonging Plan (Plan). The Plan will serve as a guide to achieve equitable structures, policies and practices and advance a more equitable, inclusive, and diverse City.

Consultant proposes to assist Client with:

- Bridging Identify strategies to eliminate siloes and encourage collaboration, highlight ideological common ground with potential to bridge cultural divisions, and improve knowledge, understanding, trust and communication between the community and City.
- **Belonging** Share frameworks and tactics that disrupt othering and support the intentional journey towards an organizational culture where everyone belongs.
- **Prevention** Uplift disparities, barriers, and harms and offer strategies that meet staff where they are close gaps and advance all towards agreed upon goals.
- Protection Develop strategies to enhance the safety and well-being of City staff.

Project Background

The City, like many cities across the United States, is grappling with an appropriate response to protests related to institutional racism, excessive use of force by police, and pressure from staff, stakeholders, and communities for change.

To begin to address these issues, the City Manager appointed a community steering committee (Committee) to take the lead in developing a community-led process and work plan to address the future of policing and systemic racism in Alameda. As part of this process, the Committee appointed members to five subcommittees, and in March 2021 the Committee presented its final recommendations to the City Council¹. The Committee made numerous recommendations.

The City is now exploring an internal process to increase awareness and understanding of diversity, equity, inclusion and belonging (DEIB) and create ownership of a process and recommendations to improve equitable practices, policies, and structures within the City.

¹ Police Reform and Racial Equity (alamedaca.gov)

Proposal

Based on preliminary discussions, Consultant perceives the parameters of a potential engagement to include: 1) conducting an DEIB assessment of the City's internal culture, structures, policies, and practices; and 2) facilitating and supporting a process of collaboration and consensus decisions among City stakeholders to build trust among the participants and establish ownership of development of DEIB plan.

Consultant Approach

Targeted Universalism - Equity 2.0

Consultant's approach to DEIB is through the lens of *Targeted Universalism* (TU). The TU approach was co-conceptualized by Seed co-founder john a. powell, and entails establishing universal goals pursued by targeted strategies and processes to achieve them.²

TU recognizes that to accomplish a universal goal, we must acknowledge the fact that different groups of people are situated differently within structures and society. Such structural inequities create different kinds of barriers and thus different pathways to reaching a goal. TU directs attention to the distinct barriers and pathways and suggests structural changes to reach the universal goal.

TU addresses the polarization caused by only targeted or only universal strategies. Solely universal strategies, often characterized by everyone being treated equally, fail to recognize the ways in which groups are situated differently. These types of strategies will work for those that are considered the norm but not for those with specific, unique conditions and challenges. Solely universal strategies are often perceived as overly ambitious and inadequate in helping those most in need.

Conversely, solely targeted strategies, such as racial equity, focus on supporting individuals while failing to transform systems; such strategies are sometimes criticized for unfairly helping one group over another and can be viewed as preferential, thus seeding hostility and resentment.

Collaborative-Consensus Driven Process

Consultant utilizes a collaborative group process as a vehicle to create a sense of ownership of the process and outcomes, build trust among participants, and provide a platform to reach consensus decisions on DEIB strategies that can transform organizational culture, ensure lasting institutional benefits. Integral to Consultant's

² <u>https://belonging.berkeley.edu/targeted-universalism-policy-practice</u>

Proposal

philosophy is designing solutions that work for our clients, which is why we custom tailor our approach to fit our clients' specified needs.

Consultant believes in a collaborative engagement and coordination process with Client, which includes regular communication via phone, Zoom, email and text, as well as scheduled update and status meetings.

Consultant will assign a Lead Consultant that will be the primary contact for the Client. The Lead Consultant will be a Senior Consultant with extensive experience working with government agencies.

Scope of Consultant Services

Consultant proposes that the scope of work include assessment and facilitation leading to development of a City DEIB Plan.

Activity One: Orientation

The DEIB project begins with an orientation that will allow the Consultant to get to know the internal dynamics, relevant current events, and key stakeholders within the City. Seed proposes a series of orientation meetings to set process and deliverable expectations, clarify timelines, and plan for the due diligence portion of the project. During the orientation meetings, Seed will provide a project work plan that outlines key timelines, benchmarks and deliverables that will serve as a guide to completion of the project.

Activity Two: Due Diligence

Timeline: February 2022 – May 2022

Timeline: January 2022

Due diligence is a practice and process used early in the engagement to assess the policies, practices, programs, structures, organizational culture, and norms of the Client. The assessment is based on Consultant due diligence that involves a combination of interviews, surveys, focus groups, review of relevant Client internal documents, and use of other assessment methods as needed to achieve a thorough assessment of the Client's internal dynamics and acumen related to DEIB.

The due diligence process produces both qualitative and quantitative data emerging from the Consultant activities outlined below, which subsequently helps inform the DEIB Plan. Some due diligence activities detailed below can proceed concurrently.

1. Individual Interviews

Consultant proposes to conduct individual interviews with City Council members and a sampling of senior staff, union representatives, line staff and other internal and external stakeholders identified in collaboration with Client. Interviews provide a baseline for understanding how existing norms, practices, attitudes, organizational culture, structure, and ways of operating impact:

- Hiring, development, promotion, and retention of staff
- Decision-making
- Organizational structure and departmental collaboration
- Data gathering
- Community engagement and empowerment; and
- Safety, well-being and belonging

The interviews also uplift organizational strengths, challenges, desired outcomes, and opportunities for innovative change.

Interviewees will be asked to allocate an hour for their interview and will not be asked to prepare in advance. Interviews will be conducted by phone or Zoom, and will be held confidential by Consultant, with only broad themes being reported that more than one interviewee stated during their interview.

2. Focus Groups

Focus groups allow for a more in-depth conversation with small groups by providing an opportunity for different segment groups to share input together, such as staff of color, union representatives, LGBTQ staff, employees with disabilities, residents, and community organization representatives.

Focus groups provide a forum for discussions concerning experience and performance of population segments, including successful strategies, services and programs, potential employment barriers, discrimination, and implicit bias, as well as ideas for systems change.

Consultant will prepare discussion questions and facilitate the focus groups. Client focus group participants will be asked to allocate two hours per session to engage in discussions and no preparation is required.

Focus groups will be identified in consultation with Client. Groups will meet via Zoom with the capacity for breakout subgroups.

3. Survey

Surveys provide a useful tool that allow for a large sampling of personnel regarding attitudes, beliefs, and opinions with respect to Client's DEIB competency and capacity. Surveys measure how respondent attitudes, beliefs, and perspectives can change over time through quantitative data and measurement.

Consultant proposes to design and administer a staff survey and tabulate data findings that will inform higher order analysis conducted by Consultant. The goal of the staff survey is to attain an understanding of DEIB related topics, the City's comfort with and ability to address issues related to DEIB, actualization of DEIB within departments, and perspectives on the impact of identity dynamics on the work of the organization. Consultant will work collaboratively with Client to align the survey to the organization's context and needs.

In addition to these engagement measures, the staff survey will assess constructs that can help to inform strategy development such as experiences of othering and/or belonging, alignment of leadership and other stakeholders with the organizations and community's goals, feedback on and lived experience of policies and initiatives, and level of support for DEIB.

The confidential staff survey will take roughly 15 – 20 minutes to complete and will include multiple choice and open-ended questions that test themes uplifted from interviews and focus groups. All data collected through the survey will be held confidentially by Consultant. Consultant will then disaggregate data by durable identity groups (such as race, gender, department, or position) to surface differential experiences, and uplift organizational trends and issues.

4. Review of Client Internal Documents

Consultant will review internal Client documents, including but not limited to organizational policies, strategic plan, organizational structure documents, information from trainings, community conversations and initiatives, and any other available relevant data, metrics, measurement data, and communications.

The document review helps frame the internal operating environment and begins to uplift structural and systemic challenges and opportunities.

Client staff will be asked to assemble requested documents and provide access to the materials electronically for Consultant to review.

5. Desk Review/Research

Consultant will research and identify best and promising practices as well as uplift case studies that provide examples of strategies and plans that:

- Establish equitable organizational structures
- Create cultures of belonging
- Enhance community engagement and empowerment
- Improve recruitment, hiring, development, promotion, and retention of a diverse workforce

Activity Three: Group Facilitation

Timeline: June 2022 – Dec 2022

Facilitation is the third step in Consultant's engagement process. Consultant's group facilitation process assumes formation of a Client decision-making group that interfaces with Consultant and to whom Consultant reports.

Consultant recommends forming an Equity Work Group (EWG) composed of a diverse and inclusive cohort of representatives from City staff, including executive leadership, line staff, and unions, coupled with race, age, and gender diversity. EWG membership would be decided by City leadership and should include representatives from key stakeholder groups.

The EWG will be charged with reviewing and discussing due diligence findings and analysis, doing the work associated with collecting data, identifying barriers and opportunities, developing shared goals and ideas, review and prioritize strategies, and reaching consensus on cultural, structural, policy and practice recommendations. The

EWG may decide to organize its' work around subcommittees that focus on segments of the DEIB project.

Group facilitation is an important component of the engagement process because it provides a vehicle to receive feedback, facilitate group buy-in, create a sense of ownership of the process and outcomes, build trust among the members and between members and Consultant, and provides a platform to reach consensus decisions. Seed strongly believes in consensus decision-making and an inclusive review process as important factors in creating sustainable solutions and change.

Consultant will staff and support the EWG. Such support includes preparing agendas, facilitating group sessions, providing presentations and reports, and recording notes and summaries of EWG meetings.

The EWG will determine the regularity of meetings, but Consultant recommends twice monthly meetings during the initial stages of the engagement. EWG members may also be asked to serve on a subcommittee that meets at least monthly. Periodically, EWG members may be asked to meet for longer periods to engage in deeper discussions and provide feedback and guidance. EWG meetings will be held via Zoom with the capacity for breakout subgroups unless health precautions allow for in-person meetings.

Activity Four: Data/Materials/Reports

Timeline: Ongoing

Timeline: Ongoing

Throughout the engagement, Consultant will provide data, materials, and presentations to the EWG. Each phase of the due diligence process—interviews, surveys, focus groups, document review and research—provides data points that will build EWG awareness and understanding.

Data is also used to support targeted recommendations and strategies.

Regularity of reporting will be determined by the EWG and will be informed by the work plan and conform to project progress. It is assumed that reporting will be more frequent in the early stages of the project to ensure that Consultant is meeting the needs of the Client. Communication formats include PDF, Word, PowerPoint, and Excel.

Activity Five: Consultation

Consultant will provide consultation and counsel—on an as needed basis—to the City's executive leadership team, including but not limited to the Mayor, City Manager, Chief of Police, and the City's Equity Project Team regarding the application, interpretation and communication of issues related to equity, Targeted Universalism, and belonging.

Consultant will serve as a thought partner with the City's executive leadership team to respond to community interactions and events, and to develop and support proactive actions, strategies and solutions.

Deliverable: DEIB Plan

Timeline: Jan 2023 – Mar 2023

Consultant will prepare a City DEIB Plan (Plan) that includes due diligence findings and analysis and EWG approved recommendations. The Plan will include:

- Assessment of City organizational practices, policies, culture, operations, and structures.
- **Recommendations and Strategies** that are prioritized and targeted, based on proven results to enhance DEIB. Recommendations and strategies may include:
 - Statement of agreed upon universal goal, including a public Equity Statement
 - Targeted strategies to meet the specific needs of critical segment groups that align and drive towards the universal goal
 - Prioritized recommendations and strategies regarding, but not limited to:
 - Operations
 - Recruitment, hiring, development, promotion, and retention
 - Allocation of resources to support change
 - Structure
 - Strategies to foster intersectionality and collaboration
 - Recommendations to advance equity and monitor compliance
 - Policies/Practices
 - Recommendations through a DEIB lens
 - Organizational Culture
 - Strategies to adjust values, norms, habits, messaging and narratives that center DEIB in the City's culture
 - Training
- **Community Engagement** designed to promote transparency, encourage engagement, and generate buy-in.
 - Advise and support community communications regarding the Plan
- Implementation the Plan will include a work plan and timeline for next steps in implementing the Plan.
 - Measurement the Plan will recommend systems and tools to monitor compliance with the Plan, evaluate performance, and make course corrections

The goal is to develop a Plan that will provide the City with a roadmap for change and innovation.

Estimated Costs

To complete the Scope of Work, Consultant proposes a fee of \$250,000 plus expenses.

Consulting Team

Seed Collaborative supports institutions and communities working on visionary initiatives to advance a more equitable and sustainable world. We believe that fair and just communities effectively tackle all forms of discrimination, build systems that mimic the everyday ways we care for one another, and ensure that the benefits of public and private investments are broadly shared.

We work with mission-driven institutions, government agencies, and community organizations to operationalize visionary initiatives in two areas.

- Equity 2.0—Targeted Universalism: Developing equitable solutions that advance belonging through Targeted Universalism.
- **Organizational Development**: Strengthening organizational impact and sustainability through collaboration and innovation.

Our approach is grounded by practices that reinforce the assets and wisdom of people who experience disinvestment and discrimination and draws on Targeted Universalism, setting universal goals that can be achieved through targeted strategies to meet the needs of various groups situated differently.

Team Biographies

john a. powell

Subject Matter Expert & Co-Founder

john a. powell is a co-founder of Seed Collaborative. He is also the Director of the Othering & Belonging Institute (formerly the Haas Institute for a Fair and Inclusive Society) and Professor of Law, African American, and Ethnic Studies at the University of California, Berkeley. john was a co-developer of the adequacy theory/approach to education. He is a co-founder of the Poverty & Race Research Action Council and serves on the boards of several national and international organizations. john led the development of an "opportunity-based" model that connects affordable housing to education, health, health care, and employment and is well-known for his work developing the frameworks of "Targeted Universalism" and "othering and belonging" to effect equity- based interventions. His latest book is *Racing to Justice: Transforming our Concepts of Self and Other to Build an Inclusive Society.* John received his bachelor's degree from Stanford University and his J.D. from UC Berkeley.

Paul C. Hudson

Senior Consultant & Co-Founder

Paul Hudson is a co-founder of Seed Collaborative, where he leads the Equity 2.0 practice. Paul focuses on solutions and strategies that support work environments and organizational goals that advance belonging. Paul is the former Chairman and CEO of Broadway Federal Bank, a certified Community Development Financial Institution that serves the financial needs of low to moderate income communities of color in South Los Angeles.

Consulting Team

He has served as Chairman of the Los Angeles City Community Redevelopment Agency, President of the Los Angeles NAACP, and on the board of the California Community Foundation, the Los Angeles County Metropolitan Transportation Authority, and the Los Angeles City Housing Authority Board of Commissioners. He earned his bachelor's and J.D. degrees from UC Berkeley.

Evan Holland

Senior Consultant & Co-Founder

Evan is a Co-Founder and Senior Consultant with Seed Collaborative, where she leads the firm's equity and belonging practice area. Over her 20-year career, Evan has worked with nonprofit organization and government agencies to strengthen social safety nets for children and families through the intersection of her equity and belonging work with her expertise in organizational management. Evan specializes in the design and facilitation of collaborative group processes that, when informed by qualitative data collection and analysis, support organizations in building consensus for a strategic direction towards greater diversity, equity and belonging.

Evan has a B.A. in Rhetoric, Public Discourse with a minor in African American Studies from the University of California, Berkeley and a M.A. in Nonprofit Leadership and Management from the University of San Diego. Evan also holds a Certificate in Professional Program Development and Grant Communications from the Grant Institute at the University of Southern California. She serves on the advisory board of the Arts for Healing and Justice Network. Evan is an active member of Jack and Jill of America, Los Angeles Chapter. She is also a part of the Los Angeles African American Women's Public Policy Institute class of 2013 and is an active alumni member.

Tara Taylor

Senior Consultant & Co-Founder

Tara is a Co-Founder and Senior Consultant with Seed Collaborative. Tara leads Seed's equity and organizational development work and is a subject matter expert in Urban Planning matters and economic development and community economic development finance. She also provides leadership for the firm in the areas of financial management and business strategy. She spent her early career in Boston as a development and marketing associate with First Night, Inc. before moving on to work at Local Enterprise Assistance Fund (LEAF/ ICA Group, a nationally focused sociallyresponsibly venture capital fund. After arriving in Los Angeles, she settled at Community Financial Resource Center (CFRC), Los Angeles' first certified Community Development Financial Institution. Tara was an executive with CFRC for 16 years, the last eight years of which she served as its COO. A graduate of Wellesley College, Tara's education also includes a Master of Arts in Urban Planning in Regional and International Economic Development from the University of California, Los Angeles, and a graduate certificate from the Marshall School of Business in Real Estate Development and Finance from the University of Southern California.

Consulting Team

Shana Aelony

Shana is an Account Manager with Seed Collaborative, where she supports consultants in their Equity and Organizational Development consulting practice. In her role, she assists lead consultants through various stages of project development, research and implementation. Additionally, Shana functions as a liaison between project leads and clients, and ensures these relationships stay vibrant. Shana has a background in grant writing and nonprofit management. She earned her bachelor's degrees from Brandeis University in History and Philosophy and a Master of Arts in Urban Planning in Regional and International Development from the University of California, Los Angeles.

Dr. Nina Moreno Spanish/English Bilingual Facilitator & Researcher

Nina Moreno consults on strategy; program/project design, management, and evaluation; policy research, analysis, writing, monitoring, and advocacy; and development. She is fluent in Spanish. Nina holds a Ph. D. in Social Welfare from the School of Social Work at Hunter College and a B.S. in Human Service Studies from Cornell University, College of Human Ecology.

Thomas Tseng

Market Research

Thomas partners with Seed Collaborative to conduct interviews, focus groups and surveys and performs primary data analysis.

Thomas Tseng is a Principal of Sengo Insights, LLC, a market research agency with global capabilities extending from the U.S. to the Asia Pacific. He has over 20 years of market research experience and a proven track record of delivering strategic and actionable consumer insights for a diverse range of clients, including government agencies, nonprofits, academia, and Fortune 500 companies.

Thomas received a BA degree from the University of California, Irvine and received his Master of Arts in Urban Planning at UCLA's School of Public Affairs.

Account Manager



(888) 207-9291

seedcollab.com

8467 South Van Ness Ave., Inglewood, CA 90305

October

202

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"And when we pretend, we're not connected, we're in the process of othering. We're in the process of denying not only someone's humanity, but our own humanity..."

john a. powell Seed Co-Founder & Executive Director of the Othering and Belonging Institute

	<u> </u>
TOPIC 1	Level of Involvement
TOPIC 2	The process of selecting employees and key stakeholders for individual interviews and focus groups
TOPIC 3	Clarifying expectations of both the City and Seed: It is expected that the City will
TOPIC 4	Clarifying expectations of both the City and Seed: It is expected that Seed will
TOPIC 5	DEI Project Work Plan
CONTACT	Contact Information for Seed

1. Level of involvement and implementation support from Seed during/after the process

- a. Seed is actively involved throughout the Equity Plan process, which includes:
 - i. Orienting and guiding the work plan throughout all components of the process of Equity Plan development
 - ii. Scheduling and conducting all individual interviews and focus group sessionsA. Preparation of interview/focus group overviews and interview guides
 - iii. Survey preparation, distribution, tabulation and analysis
 - iv. Scheduling and facilitating all project team and Equity Work Group (EWG) meetings A. Preparation of agendas, presentations and meeting notes
 - B. Presentation of due diligence findings and analysis and best practices research
 - v. Supporting all meetings of Equity Work Group (EWG) subcommittee meetings
 - A. Thought partnership and best practices data
 - vi. Seed drafts Equity Plan based on collaboration and recommendations developed by the EWG
 - vii. Seed facilitates consensus decision for approval of the Equity Plan by the EWG
- b. After the process, Seed works with the city to present the Equity Plan to the City Council

With respect to Phase Two/Implementation, Seed can assist with implementation of the Plan and training based on a separate proposal.



2. The process of selecting employees and key stakeholders for individual interviews and focus groups

a. Seed collaborates with the City project team to identify an inclusive cross section of city employees and key stakeholders



 Several factors are considered to ensure an inclusive representation including, position/function, gender, age, race, sexual orientation, tenure with the city, and DEI experience



 Key stakeholders often include City Council members, representative cross section of residents and community leaders

3. It is expected that the City will:

- i. Make documents and city data available
- ii. Establish a project team to work with Seed to ensure a collaborative process
 - A. Project teams often meet bi-monthly to monitor project progress and provide feedback and thought leadership
- iii. Participation by city employees in individual interviews, focus groups and survey
 - A. Interviews are scheduled for an hour and no preparation is required
 - B. Focus groups are scheduled for an hour and half and no preparation is required
 - C. Survey takes 15-20 minutes to complete
- iv. Participation by city employees on the EWG and subcommittees
 - A. EWG meets at least monthly, and the subcommittees meet at least monthly for a minimum of one hour

4. It is expected that the Seed will:

- i. Manage the due diligence process and analysis
- ii. Prepare all communications
- iii. Manage and facilitate the group process
- iv. Provide thought leadership and best practices counsel
- v. Draft the Equity Plan

5. City of Alameda - Projected DEI Work Plan

Dec '21 Jan '22 Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan '23 Feb





Paul Hudson, Lead Consultant paul@seedcollab.com

Evan Holland, Senior Consultant evan@seedcollab.com

Shana Aelony, Account Manager shana@seedcollab.com



seedcollaborative

EXHIBIT B

To:	Noelle White
From:	Michelle Lathan
Date:	November 29, 2021
RE:	Summary of Costs

In response to your request for additional information regarding projected costs and related costs associated with consultant fees, we offer the following:

			Projected	Projected
Title	Name	Cost/Hr	Hours	Cost
Thought Partner/Professor/Expert	john powell	500.00	44.00	\$ 22,000
Partner/Lead Consultant	Paul Hudson	350.00	293.00	102,550
Senior Consultant	Tara Taylor	216.00	363.00	78,408
Specialty Consultant	Thomas Tseng	200.00	50.00	10,000
Account Manager	Shana Aelony	104.00	347.50	36,140
			1,097.50	\$249,098

8467 S Van Ness Avenue | Inglewood CA 90305 | 323.320.4888 | www.seedcollab.com

ACORD [®] CERTIFICATE OF LIABILITY INSURANCE									DATE (MM/DD/YYYY)	
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.										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)										
CERTIFICATE HOLDER				CANO	ELLATION					
City of Alameda 2263 Santa Clara Ave. Room 290 Alameda CA 94501				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				12	© 19	88-2015 AC	ORD CORPORATION.	All riah	ts reserved.	
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CHANGE ENDORSEMENT

INSURING COMPANY: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Named Insured: SEEDS COLLABORATIVE, LLC

 Policy Number:
 680-2N368025-21-42

 Policy Effective Date:
 02/01/2021

 Policy Expiration Date:
 02/01/2022

 Issue Date:
 01/08/2021

 ADDITIONAL
 Premium \$
 111.00

Effective from 02/01/21 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Under the Commercial General Liability Coverage Part, Who Is An Insured is changed to include Blanket Additional Insured - Owners, Lessees or Contractors as provided under endorsement CG D1 05.

The following forms and/or endorsements is/are included with this change. These forms are added to the policy or replace forms already existing on the policy: IL TO 07 09 87 CG D1 05 04 94

NAME AND ADDRESS OF AGENT OR BROKER NELLA INSURANCE SERVICES 15233 VENTURA BLVD STE 1308 Countersigned by

Authorized Representative

SHERMAN OAKS

DATE: 01/08/2021

POLICY NUMBER: 680-2N368025-21-42 EFFECTIVE DATE: 02/01/2021 ISSUE DATE: 01/08/2021

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS

*	IL TO 07 09 87	CHANGE ENDORSEMENT
	IL TO 25 08 01	RENEWAL CERTIFICATE
	MP TO 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
*	IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
	IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP	т1	30	02	05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART -
					DELUXE PLAN
MP	т1	02	02	05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP	т1	05	02	05	AMENDATORY PROVISIONS - OFFICES
MP	т3	67	08	15	PROFESSIONAL SERVICES PREMIER ENDORSEMENT
MP	т5	22	08	07	CALIFORNIA AMENDATORY PROVISIONS
MP	т3	25	01	21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP	тз	50	11	06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP	т3	56	02	08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS
					PERSONAL PROP COV ENHANCEMENTS
MP	т4	90	05	10	LIMIT OF INS/OCCURRENCE ENDT - CALIFORNIA
MP	т5	80	02	20	CALIFORNIA CHANGES

COMMERCIAL GENERAL LIABILITY

	CG	т0	34	02	19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY
						COVERAGE FORM CG T1 00 02 19
	CG	т1	00	02	19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
	CG	24	04	05	09	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
						OTHERS TO US
	CG	D3	09	02	19	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS
						HAZARD
*	CG	D1	05	04	94	BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR
						CONTRACTORS
	CG	D2	03	12	97	AMEND - NON CUMULATION OF EACH OCC
	CG	D2	47	04	19	SCHED AI W/COMP OPS IF REQ BY CONTRACT
	CG	т4	91	11	88	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
	MP	т1	25	11	03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
	CG	D4	21	07	08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
	CG	D6	18	10	11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION
						LAWS
	CG	D1	42	02	19	EXCLUSION - DISCRIMINATION
	CG	т4	88	11	88	EXCLUSION - TESTING OR CONSULTING ERRORS AND OMISSIONS
	CG	т5	37	09	89	EXCLUSION - COMPUTER SOFTWARE ERRORS AND OMISSIONS

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

 POLICY NUMBER:
 680-2N368025-21-42

 EFFECTIVE DATE:
 02/01/2021

 ISSUE DATE:
 01/08/2021

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY

INTERLINE ENDORSEMENTS

IL I	4 12	03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL I	54 14	01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL I	14 40	10 20	PROTECTION OF PROPERTY
IL I	3 82	05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL O	00 21	09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD
			FORM)
IL O	01 04	09 07	CALIFORNIA CHANGES
IL O	2 70	12 19	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL
IL I	54 00	05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US

POLICY HOLDER NOTICES

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					BROKER CO	MPENSAT	ION	r				
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* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

GENERAL LIABILITY

GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

- WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
- **2.** With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - Limits of Insurance The following limits of liability apply:
 - 1. The limits which you agreed to provide; or
 - $\label{eq:2.1} \textbf{ The limits shown on the declarations,}$

whichever is less.

b. This insurance is excess over any valid and collectible insurance unless you have agreed

in a written contract for this insurance to apply on a primary or contributory basis.

- 3. This insurance does not apply:
 - **a.** on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - 2. Supervisory, inspection or engineering services.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-4R862087-21-42-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER. Job Description MANAGEMENT CONSULTANTS

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

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

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium

Insurance Company

Countersigned by _____