

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 21st day of July, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and **CLEAN WATER FUND**, a §501(c)(3) research and education organization, whose address is **350 FRANK H. OGAWA PLAZA, SUITE 200, OAKLAND, CALIFORNIA 94612** (the “**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

- A. 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 Clean Water Fund is providing the ReThink Disposable Technical Assistance and Business Certification Program for food vendors located inside the City in an effort to reduce the generation of disposable food ware. The Provider was selected on a sole source basis to continue on the previous 2-year granted project, *Unpackaging Alameda*. This two-year project, which operated on a grant primarily from Ocean Protection Council (OPC) certified 80 of Alameda restaurants. Certification was awarded to restaurants that replaced disposable food ware with reusable food ware, and Alameda wishes to both maintain, and ideally add, restaurants certified in this program.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for the ReThink Disposable Technical Assistance and Business Certification Program, 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 21st day of July 2021, and shall terminate on the 30th day of June 2026, unless terminated earlier as set forth herein.

The scope of this project will remain the same, but staff will be allocating more monies to provide additional grant funding to help incentivize the program and help offset costs for program start up.

## **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. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

## **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from Fund 631.

b. Compensation for work done under this Agreement, shall not exceed as follows:

FY 21-22 total compensation shall not exceed \$50,000  
 FY 22-23 total compensation shall not exceed \$50,000  
 FY 23-24 total compensation shall not exceed \$62,000  
 FY 24-25 total compensation shall not exceed \$62,000  
 FY 25-26 total compensation shall not exceed \$65,000  
 Total five year compensation shall not exceed **\$289,000**

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

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

## **5. STANDARD OF CARE:**

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

## **6. INDEPENDENT PARTIES:**

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

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

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold 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, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

## 9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the 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. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** 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 subsections 10A, B, C and D. 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 ten (10) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California.

c. 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, and volunteers as additional insured shall be submitted with the insurance certificates.

KEA  
\_\_\_\_\_  
Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California.

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(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, and volunteers is required.

**B. SUBROGATION WAIVER:**

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

**D. ADDITIONAL INSURED:**

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured 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.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by 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.

**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 his or her designee may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

**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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her 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 the 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 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 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 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 City shall be addressed to City at:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Marc Green, Program Specialist  
Ph: (510) 747-7959 / Fax: (510) 769-6030  
Email: [mgreen@alamedaca.gov](mailto:mgreen@alamedaca.gov)

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

Clean Water Action | Clean Water Fund  
350 Frank H. Ogawa Plaza, Suite 200  
Oakland, CA 94612 USA  
ATTENTION: Christopher Slafter and Grace Lee, Co-Directors, ReThink Disposable  
Ph: (415) 369-9160  
Email: [cslafter@cleanwater.org](mailto:cslafter@cleanwater.org)  
[glee@cleanwater.org](mailto:glee@cleanwater.org)

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

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Engineering Office Assistant  
Ph: (510) 747-7932 / Email [jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

## **18. SAFETY:**

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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 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 attorneys' 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. 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 the 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 City.

## **22. 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.

**23. WAIVER:**

A waiver by 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.

**24. INTEGRATED CONTRACT:**

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 City and Provider.

**25. 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.

**26. 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.

**27. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**28. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement 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.


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

CLEAN WATER FUND  
a 501(c)(3) research and  
education organization

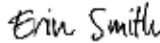
  
\_\_\_\_\_  
Kathleen E. Aterno  
National Managing Director

CITY OF ALAMEDA  
a municipal corporation

\_\_\_\_\_  
Eric J. Levitt  
City Manager

  
\_\_\_\_\_  
Bob Wendelgass  
President/CEO

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
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Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
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Brian Whitley of Best, Best & Krieger  
Special Counsel



# ReThink Disposable: Stop Waste Before It Starts

## Business Outreach and Technical Assistance

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### Proposal to the City of Alameda

**Timeline: July 1, 2021- June 30, 2022 (see detailed timeline below)**

**Budget: \$50,000 (see detailed budget below)**

#### Project Description

**The goal of the proposed project is to reduce the amount of single-use disposable foodware packaging generated and disposed of in the City of Alameda.** CWF aims to build a "culture" of reuse on the island by engaging local government, residents, and the business community to practice source reduction. Drawing on the previous years of targeted food business outreach and engagement in the city, CWF will achieve this goal over the proposed one-year timeline through the following Objectives.

#### **OBJECTIVE 1: Previous business participant check-ins and technical assistance for 85 businesses.**

In CWF's previous "Unpackaging Alameda" project funded by the California Ocean Protection Council (2017-2019), eighty (80) Alameda businesses are set to eliminate the annual use of 6,199,840 pieces of single-use foodware, prevent 32.34 tons/64,682 pounds of waste, and collectively save \$139,231 a year. New communications assets (included as Appendices to this proposal) such as five new program case studies and two new business video testimonials have been developed to uplift positive stories showing diverse business operations that successfully reduced disposable and transitioned to reusable foodware with quantifiable source reduction metrics. One of our participants, Stephanie Hui, won a 2019 StopWaste Business Efficiency Award for her waste prevention efforts at Honolulu BBQ in Alameda to eliminate disposable foodware. In the previous year's contract, an additional eight (five were new business participants) restaurants signed up to receive technical assistance from ReThink Disposable. Retention of operational changes in food businesses can vary but historically the program has found business operators to retain 67% of source reduction practices after a one-year check-in. Due to challenges presented by the COVID-19 pandemic, the retention rate over the last year has been lower. This is due in part to the fact that many businesses pivoted to only

providing take-out and delivery that depend on non-reusables. Now with outdoor dining and indoor dining opening back up, it is critical to sustaining reuse practices and reinforcing changes through check-ins so that businesses have the support they need to reopen with reusables.

**CWF will allocate five hours per business to conduct the following tasks:**

- Task 1: Project kick off meeting to finalize the workplan, timeline, and a reporting protocol that aligns with City needs.
- Task 2: Re-engage previous participants for site visit and meeting (three attempts).
- Task 3: Site visit (including travel time) and review of retention of ReThink Disposable practices.
- Task 4: Offer technical assistance to reinstate previous practices that were dropped for one reason or another and offer recommendations to further reduce foodware and implement reusables. Technical assistance is offered at no cost. Select businesses are eligible to receive a mini grant up to \$100 for the purchase of new types of reusable products as an incentive to reinstate ReThink Disposable source reduction practices.

**OBJECTIVE 2: New business outreach, recruitment, source reduction technical assistance, and certification.**

Of the island's approximately 300 permitted food service operators, 85 have completed ReThink Disposable certification as of April 2021. There are opportunities to reduce and eliminate costly single-use disposables at the remaining businesses to support a culture of reuse on the island, and comply with Alameda's disposable foodware packaging law. CWF will conduct the following Tasks to support Objective 2.

- Task 1: Work with the city to develop a food business **target list of 80-100 new food businesses** in the City of Alameda that have not participated in the ReThink Disposable program in prior years.
- Task 2: Promote the program through local business channels and stay connected with the local business community by attending, tabling, and/or **speaking at up to three events**. Engage local business leaders to support program promotion and recruitment.
- Task 3: **CWF will engage 80 businesses** from our city target list by conducting face-to-face street outreach to food business operators to educate them on the city's ordinance and provide support and resources to discontinue non-compliant foodware and sign them up to implement ReThink Disposable's source reduction recommendations - a step beyond the ordinance. For each new business targeted for participation, CWF will attempt to approach a business operator three times in the field, recruit them to participate in the program and decide what type(s) of technical assistance the business will require.
- Task 4: Based on the results of the street outreach process, a subset of **12-16 businesses will sign up for the program** and CWF will engage these food service establishments (FSEs) to reduce litter prone and waste generating disposable packaging and transition to reusable alternatives with measurable impacts to quantify "upstream" source reduction for select businesses. During the implementation phase of ReThink

Disposable's certification program, which can take 1-3 months, auditors check in at least once a week by phone, email or in person if needed. Technical assistance varies business-to-business and depends on the operation, level of engagement of the business owner, limitations or challenges that must be overcome, and the number/difficulty of operational practices selected to change. Auditors are very responsive to a business owner and follow up within 24 hours. The program is offered at no cost and select businesses are eligible to receive a mini grant up to \$350 for the purchase of reusable products to incentivize sign-ups and help offset some of the setup costs from changing operations.

- Task 5: A select number of **3-4 participating food businesses will go through the full audit** with packaging metrics tracked pre and post ReThink Disposable intervention (as seen in the audit process figure below) to quantify the impact of our recommendations and generate new business success stories and case study content. CWF will select **1-2 new businesses to develop and design into case studies**. Businesses will be highlighted for their unique operational changes and results. These business's results will be quantified, showing:

(1) COST IMPACTS

(2) WASTE PREVENTION IMPACTS

(3) DISPOSABLE PACKAGING REDUCTION

### **OBJECTIVE 3: Communications**

A communication plan is a strategic platform to uplift the stories and results of business champions to promote ReThink Disposable participation to potential new business candidates where the project is active, while positively reinforcing business's behavior changes so new practices are sustained over time (until they are normalized). Businesses are added to our online map of participants and each business will have a "Business Profile" on our website with practices, photos, and results. Additionally, CWF will coordinate with the city, local business associations, and community based organizations to seek local media coverage and awards, presentation opportunities, and will share co-branded copy of any newly developed assets as agreed upon.

### **OBJECTIVE 4: Reporting.**

CWF will provide monthly updates in calls or in person meetings and quarterly and final reports where CWF will provide project updates documenting outreach, activities, successes, challenges, and results of ReThink Disposable businesses. Notes will include observations made on-site of businesses that are using packaging that is non-compliant. For certified businesses, CWF will document source reduction annual impact results by business and total in the city - number of pieces of single-use packaging eliminated, the total waste prevented/ diverted from landfill in pounds/tons, and the collective cost savings businesses achieved. CWF will also offer an analysis of challenges and opportunities, lessons learned, and recommendations for future implementation.

**Timeline**

Proposed timeline (to be finalized during project kick-off meeting): July 1, 2021 through June 30, 2022.

	Jul	Aug	Sep	Oct	Noc	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>OBJ 1: Previous Business Participant Check-in and Technical Assistance</b>												
Task 1: Project meeting kick-off	x											
Task 2: Engage previous businesses		x	x	x	x	x		x	x			
Task 3: Site visit and review operation		x	x	x	x			x	x			
Task 4: Technical Assistance		x	x	x	x	x	x	x	x	x	x	x
<b>OBJ 2: New Business Outreach, Technical Assistance, and Certification</b>												
Task 1: Develop Target List	x				x				x			
Task 2: Greater Business Community Outreach	x	x	x	x								
Task 3: Streets Business Outreach/Field Work			x	x	x	x	x	x	x	x	x	
Task 4: Technical Assistance			x	x	x	x	x	x	x	x	x	
Task 5: Certification			x	x	x	x	x	x	x	x	x	x
<b>OBJ 3: Communications</b>	x	x	x	x	x	x	x	x	x	x	x	x
<b>OBJ 4: Reporting</b> (reports/invoices will be submitted within 30 days after end of each quarter)			x			x			x			x

**City of Alameda ReThink Disposable Project Activities**

Objectives and Tasks	Description	Deliverables
<b>OBJ 1: Previous Business Participant Check-in and Technical Assistance</b>		
Task 1 - Maintenance of Previous Food Businesses (85) with Technical Assistance as needed	<ul style="list-style-type: none"> <li>Project meeting kick off</li> <li>Cleanup/Update list of Alameda business participants from previous contracts/projects with list of packaging practices changed and source reduction metrics where applicable</li> <li>Re-engage food business operators to schedule a site visit and check-in meeting face to face to confirm retention of practices and opportunities for further source reduction of single-use foodware. (Businesses will receive up to three attempts to re-engage them and offer recommendations)</li> </ul>	<ul style="list-style-type: none"> <li>Virtual or in-person meeting</li> <li>List of previously certified businesses ready to be populated with retention details</li> <li>Track and report of food business retention and progress, and new accomplishments in quarterly and final reports to City</li> </ul>
<b>OBJ 2: New food business outreach, engagement, and technical assistance</b>		
Task 1 - Business Outreach	<ul style="list-style-type: none"> <li>Coordinate with the City to identify local food business stakeholders to target for foodware source reduction with option to target a local street event</li> <li>Promote source reduction and a culture of reuse through greater community outreach at City, Business District/Chamber of Commerce, or other community meetings</li> </ul>	<ul style="list-style-type: none"> <li><b>New target list of 80-100 food businesses</b> in Alameda with optional target list of events</li> <li><b>Attend up to three business events and/or meetings</b> to promote City's partnership with ReThink Disposable and garner partnership from stakeholders</li> </ul>
Task 2 - Business Engagement and Technical Assistance	<ul style="list-style-type: none"> <li>CWF will conduct door-to-door outreach to target businesses or events (three attempts to connect with owner/operator) to promote and identify opportunities for source reduction of single-use foodware and potential cost savings.</li> <li>Recommendations will be offered, and business operators or event organizers</li> </ul>	<ul style="list-style-type: none"> <li><b>80-100 new businesses will be contacted in person</b></li> <li><b>12-16 Alameda Businesses transition</b> to a reusable operation of at least one switch to a reusable item for (dine-in and take-out) food service, but the goal will be to transition 100% of non-reusables to reusables.</li> <li><b>Source reduction metrics will be tracked and</b></li> </ul>

## Exhibit A

	<p>will be recruited to participate in ReThink Disposable's free technical assistance program to reduce and eliminate disposable foodware by transitioning to reusables.</p> <ul style="list-style-type: none"> <li>• CWF will purchase reusable food ware and or infrastructure required like bus tubs and rolling carts to support operational changes for participating businesses or events through a "mini-grant."</li> <li>• Packaging practices, business contact information, recommendations piloted, and results where available will be tracked and shared with the City in an agreed upon format.</li> </ul>	<p><b>analyzed at minimum 25% of new businesses.</b></p> <ul style="list-style-type: none"> <li>• CWF to manage the reusable foodware purchasing</li> <li>• <b>Two businesses will be designed into case study format</b> and added to ReThink Disposable's website</li> <li>• Track and report on total business outreach and participation in source reduction in quarterly and final reports to City</li> </ul>
<b>Objective 3: Communications</b>		
Task 1	<ul style="list-style-type: none"> <li>• Add all businesses to ReThink Disposable Map</li> <li>• Coordinate with Alameda on co-branded newly developed case studies</li> <li>• Coordinate on any earned media opportunities or presentations about our work</li> <li>• Use social media platforms to celebrate businesses in Alameda that champion reuse</li> </ul>	<ul style="list-style-type: none"> <li>• Sharing communication content (e.g. project social media toolkit) and map links</li> </ul>
<b>Objective 4: Reporting</b>		
Task 2	<p>CWF will provide quarterly and final reports with project updates documenting outreach, activities, successes, challenges, and results of ReThink Disposable businesses. CWF will also offer an analysis of challenges and opportunities, lessons learned, and recommendations for future implementation.</p>	<ul style="list-style-type: none"> <li>• Monthly project check-in meetings</li> <li>• Quarterly project narrative with spreadsheet progress tracker</li> <li>• Final report with newly developed case studies</li> </ul>

<b><u>Budget</u></b>			
City of Alameda			
ReThink Disposable Budget			
July 1, 2021 - June 30, 2022			
<b>1. Personnel</b>	<b>RATE</b>	<b>HOURS</b>	<b>PROJECT TOTAL</b>
California Director	\$38.46	21	\$807.66
ReThink Disposable Manager	\$33.67	126	\$4,242.42
ReThink Disposable Business Specialist	\$22.71	686	\$15,579.06
Communications	\$40.24	10	\$402.40
Financial Management	\$36.73	66	\$2,424.18
Total Salary			\$23,455.72
Tax/Fringe @ 35%			\$8,209.50
<b>Total Personnel</b>			<b>\$31,665.22</b>
<b>2. Direct Expenses</b>			
Copy/Print			\$400.00
Equipment			\$1,200.00
Rent			\$2,500.00
Supplies			\$382.51
Phones			\$325.00
Business Food Purchase for Audits			\$350.00
Business incentives			\$5,950.00
Travel Expenses			\$1,500.00
<b>Total Direct</b>			<b>\$12,607.51</b>
<b>3. Consultant Fees</b>			
Web Developer Maintenance			\$800.00
Material Design			\$500.00
Total Consultant Fees			<b>\$1,300.00</b>
<b>4. Indirect Expenses (10% of direct+personnel)</b>			<b>\$4,427.27</b>
<b>TOTAL</b>			<b>\$50,000.00</b>



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
12/23/2020

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

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

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT:</b> Willis Towers Watson Certificate Center <b>NAME:</b> <b>PHONE:</b> 1-877-945-7378 <b>FAX:</b> 1-888-467-2378 <b>(A/C No. Ext.):</b> <b>E-MAIL:</b> certificates@willis.com <b>ADDRESS:</b>														
<b>INSURED</b> Clean Water Fund P.O. Box 188 Mount Clemens, MI 48046	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Federal Insurance Company	20281														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: W19466692

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Combined Total Aggregate			35913946	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73557189	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			79869717	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Alameda County Source Reduction & Recycling Board, Alameda County Waste Management Authority and Energy Council are included as Additional Insureds as respects to General Liability and Auto Liability, when required by written contract.

 DS  
 LC

6/10/2021

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda Public Works Department Attn: Jeanette Navarro, Engineering Office Assistant 950 West Mall Square, Room 110 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. AUTHORIZED REPRESENTATIVE 
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**COMMERCIAL AUTOMOBILE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

#### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

#### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    1. You;
    2. Any of your "employees" or agents; or
    3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

#### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

### 3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

### 4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

### 5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

#### c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

### 6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

### d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

#### MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

### 7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

#### e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

### 8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

### 9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

### 10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

**CHUBB®****Liability Insurance****Endorsement**

*Policy Period* JANUARY 1, 2021 TO JANUARY 1, 2022

*Effective Date* JANUARY 1, 2021

*Policy Number* 3591-39-46 EUC

*Insured* CLEAN WATER ACTION INC

*Name of Company* PACIFIC INDEMNITY COMPANY

*Date Issued* JANUARY 23, 2021

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This Endorsement applies to the following forms:

**GENERAL LIABILITY**


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Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
  - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

**CHUBB®**

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





P.O. BOX 8192, PLEASANTON, CA 94588

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE****ISSUE DATE: 05-04-2021****GROUP:**  
**POLICY NUMBER: 1809742-2021**  
**CERTIFICATE ID: 21**  
**CERTIFICATE EXPIRES: 04-27-2022**  
**04-27-2021/04-27-2022****CITY OF ALAMEDA**  
**950 W MALL SQ STE 110**  
**ALAMEDA CA 94501-7552****NA**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

A handwritten signature in black ink, appearing to read "Kent R. LaRue".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Steiner".

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.****ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2021-05-04 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:**  
**CITY OF ALAMEDA**

EMPLOYER

**Clean Water Action, Inc**  
**350 FRANK H OGAWA PLZ STE 200**  
**OAKLAND CA 94612****NA**

[P12,NA]