

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and EDEN INFORMATION & REFERRAL, Inc., a 501(c)(3) nonprofit organization, whose address is 570 B Street, Hayward, CA 94541 (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 City is in need of the following services: Transportation Network Company (TNC) Concierge Services to work with TNCs such as Uber and Lyft to provide a reduced fare concierge service for low-income Alameda residents who are enrolled in East Bay Paratransit (EBP) to facilitate same day trips within Alameda County. City staff reached out to the two TNC Concierge service providers and selected the service provider that best meets the City’s needs after reviewing the two proposals.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for TNC Concierge Services, upon the terms and conditions herein.

AGREEMENT

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

1. TERM:

The term of this Agreement shall commence on the ____ day of _____ 2021, and shall terminate on the 30th day of June 2022, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to five (5) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

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 7th 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. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total six-year compensation for this Agreement shall not exceed \$700,000.

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

FY 21-22 total compensation shall not exceed \$75,000
FY 22-23 total compensation shall not exceed \$75,000
FY 23-24 total compensation shall not exceed \$125,000
FY 24-25 total compensation shall not exceed \$125,000
FY 25-26 total compensation shall not exceed \$150,000
FY 26-27 total compensation shall not exceed \$150,000

Total six year compensation shall not exceed **\$700,000**, and in no case shall TNC Service fees (as reflected in Exhibit B) exceed 51% of the total contract budget.

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.

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.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

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
Planning, Building and Transportation Department
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
ATTENTION: Gail Payne, Senior Transportation Coordinator
Ph: (510) 747-6892 - gpayne@alamedaca.gov

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

Eden Information & Referral
570 B Street
Hayward, CA 94541
ATTENTION: Catherine Stahl, Director of Development
Ph: 510-537-2710 x511 - cstahl@edenir.org

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

City of Alameda
Planning, Building and Transportation Department
2263 Santa Clara Avenue, Room 190
Alameda, CA 94501
ATTENTION: Gail Payne, Senior Transportation Coordinator
Ph: (510) 747-6892 - gpayne@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:

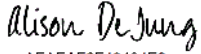
In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

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

EDEN INFORMATION & REFERRAL, INC.
California a 501(c)(3) nonprofit organization

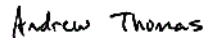
CITY OF ALAMEDA

DocuSigned by:


AEAEAF8F49484E0...
Executive Director


Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

DocuSigned by:


DDDE1815B92B4C5...
Planning, Building and Transportation
Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


C9F7FF6288ECC41F...
Chief Planning Counsel

City of Alameda
Paratransit Scope of Work
Eden I&R/211 Alameda County

Mission

Eden I&R (EIR)'s mission is to link people and resources. We envision a community empowered with information and connected to resources so that all people attain health, happiness, hope, and improved livelihoods.

Proposed Program

Eden I&R proposes to provide curb-to-curb service through TNCs (Transportation Network Companies), Lyft and Uber. Seniors and persons with disabilities who are enrolled in the East Bay Paratransit (EBP) program in the City of Alameda and have low incomes will be eligible for this service. The City of Alameda will provide Eden I&R with a list of eligible participants.

Curb-to-Curb through TNCs will transport eligible individuals within Alameda County. The service will be available Monday through Friday from 8:15am to 5:30pm. Wheelchair accessible vehicles (WAVs) may be requested Monday through Friday from 8:15am to 4:30pm with the understanding that there may not be one available; i.e. WAVs cannot be guaranteed due to Uber's limited stock in Alameda County at this writing.

The TNC concierge service provided by 211 is available in over 300 languages utilizing the Language Line Translation service. Staff on site also speak Spanish, Cantonese, and Vietnamese.

The proposed project would begin on July 1, 2021 and would continue for one year. The first two months would be spent setting up the Salesforce database and enrolling participants, with the first rides taking place on September 1, 2021.

Assuming the project is successful, there is potential to extend term an additional five years, and potential for additional operational monies in future years beyond the \$75,000 annually as the program grows. Likewise, additional evening and weekend hours can be added in subsequent years.

Service Area & Costs

TNC rides will only be available for trips within Alameda County including all cities and the unincorporated areas.

Program participants will pay the first \$4 for each trip, which is the same cost of an East Bay Paratransit trip for 12 miles or less, and pay for any amount over \$20 for each trip. Participants will need to call 211 to set up an account using their credit or debit card number for billing. A family credit card or pre-paid debit card is also acceptable.

Goals, Outcomes and Impacts of the Proposed Program

1. EIR will provide trained 211 staff to answer client ride requests and from eligible participants
2. EIR will monitor each scheduled ride via the TNC platforms to ensure that all trips are successfully completed as requested
3. EIR will ensure that clients receive no more than 5 one-way trips per month. 211 will provide a personal welcome call for each new program participant to help them feel comfortable with its agency and to answer any questions.
4. EIR agrees to only schedule rides outside the agreed-upon service area when sent approval from City staff.
5. EIR will compile and submit monthly service reports of all TNC performed trips Program Participants. Reports shall include the following information:
 - a. Number of one-way trips provided using ride-hailing apps
 - b. Information in aggregate on origin and destination for same day trips
 - c. Designation of Alameda clients
 - d. Purpose of rides (employment, medical, etc.)
 - e. Aggregate demographic information on riders (if available)
 - f. Average call length and average wait time
 - g. Qualitative information on complaints for the Transportation Network Companies
 - h. Qualitative information on safety incidents for the Transportation Network Companies
 - i. Other metrics as requested by Alameda CTC
6. EIR will monitor and evaluate call center services provided to Program Participants. This program will reduce the transportation barrier seniors and persons with disabilities face in accessing critical services such as medical care, food, and employment.
7. EIR staff will conduct a training on the 211 system for Mastick Senior Center staff so that City of Alameda staff can be a better “front door” to 211 services for Alameda residents

Experience

On July 1, 2020, Eden I&R began working with the City of Hayward to schedule TNC rides for seniors and people living with Disabilities as part of their Hayward Operated Paratransit (HOP) program. To date, the EIR team has scheduled more than 2,000 rides for HOP participants. Through a temporary one-month partnership with the City of San Leandro in July 2020, EIR additionally scheduled 66 subsidized rides for seniors and people living with disabilities in San Leandro.

In FY 19-20, EIR began partnering with Lyft and United Way Worldwide to provide free rides to callers for healthcare appointments and food access. Over the past year, that program has expanded to also support callers needing rides to employment offerings. This partnership has resulted in over 300 free rides for 211 Alameda County callers to date, some of which resulted in new jobs and life-saving medical care. As part of this work, Eden I&R's Transportation Coordinator, Kimberly Pham, was selected to serve on Lyft's new national Dispatcher Advisory Council, working directly with Lyft's engineering team. In this role, Kimberly will be able to advocate for changes to Lyft's services, which will help us better serve our clients.

Benefits of Scheduling Rides Through Eden I&R/211 Alameda County

Eden I&R is an Alameda County-based nonprofit that hires members of the local community to answer 211 calls and strives to pay them a living wage. Eden I&R's staff is reflective of callers in many ways, from having shared experiences (survivors of domestic violence, formerly homeless, and/or having to navigate the social safety net themselves), to matching the racial and ethnic make-up of our callers (46% African America, 28% Latinx, 7% API, 6% Mixed Race). Over the last year, Eden I&R has committed more strongly to serving our staff and clients of color in even better, more equitable ways and are currently working with a DEI consultant. Leveraging the 24/7 multilingual call center to enter into new contracts, such as managing the Hayward Operating Program for ride scheduling, has enabled us to increase our call center staff's wages an average of more than \$3/hour over the last two years.

211 launched in 2007, and over the past 14 years the budget has increased from \$1.5M to more than \$2.5M. Funding from city and county governments for 211 has not kept up with this increase. The TNC ride scheduling program is a perfect fit for 211, as it helps contribute toward needed costs for things like the 211 phone system, while also advancing Eden I&R's mission of "connecting people and resources." This project is also part of a larger effort to coordinate mobility management services in Alameda County by using 211 as a central access point for subsidized taxi and ride-sharing programs currently offered by the various cities and unincorporated areas of Alameda County.

211's staff is additionally trained to offer additional appropriate referrals in addition to the original need of the caller. It is a "holistic" approach. For example, while scheduling a ride for a San Leandro rider last summer, the rider expressed he was struggling with grief as a result of the death of his mother. The staff member he was speaking with gently asked him if he would like grief support resources, which he was grateful to accept.

Eden I&R's transportation team takes the time to get to know the TNC riders and watches rides to make sure they are completed safely. The team also has an average answer time of 12 seconds for each call. The following examples highlights how 211 goes above and beyond in supporting our riders:

~Arlene was returning home from a medical trip, and 211 staff noticed it was taking a long time for her to get home and that she was dropped off at a different address than requested. The team gave her a call to make sure she was safe, at which point we learned her driver had turned back to help her pick up her cane she left at the medical office, then dropped her off at a restaurant for lunch. Arlene was glad 211 staff called to ensure she was safe and was not being over-charged for her ride.

~ After Myrtle was done completing her errands at the bank, she called to request a ride home. Our team informed Myrtle that the driver's estimated time of arrival was about 15 minutes. Because of the 15-minute wait time, Myrtle wanted to buy tea at the shop close by but was worried if she would make it back on time. Our team reassured her that it was enough time for her. When the driver was about 2 minutes away, we called Myrtle to let her know that the driver was nearby, and she was picked up on time. The next day, Myrtle called back and expressed appreciation for our work to ensure a successful pick up. Myrtle was glad she had access to transportation that gives her freedom to go the medical office, bank, and tea shop all in one day.

~ Peter traveled to Kaiser Emergency Room with his wife, Victoria, in a wheelchair accessible ride booked by the transportation team. The day after the appointment, Victoria informed us that an ambulance was transporting Peter to a rehab facility but was unable to take his motorized wheelchair. Victoria was concerned because she had no mode of transportation to bring her husband's wheelchair home. Thankfully, a one-time approval from the City of Hayward was granted for Victoria to use a HOP ride, and Victoria safely returned home with his wheelchair. She has since enrolled with the program herself.

~ Daniel needed a ride to fill a transportation gap. Daniel is enrolled in East Bay Paratransit, but the shuttle does not travel to his home address for pickup. Daniel called to request a ride to Safeway that is about 3 miles away from his home, so that he could meet with the East Bay Paratransit shuttle for pick-up.

Eden I&R appreciates the City of Alameda's partnership since 211 launched, and we have also been happy to operate the Homeless Hotline for the city since it launched last July.

Budget Narrative

This grant will cover 40% of the salary for a Phone Resource Specialist to assist with answering increased call volume expected to result from this program; a portion of the 211 Associate Director's salary to oversee the program rollout and integration with 211; a portion of both the Director of Programs and Executive Director's salaries for time spent on reporting and oversight; a portion of the Administrative Assistant/Bookkeeper's time spent reconciling ride charges; and a percentage of various operating costs including purchasing necessary equipment

for the new Phone Resource Specialist. There is additionally \$1,215 budgeted for our Salesforce Consultant, which is approximately 9 hours of work, to build out the needed aspects of Eden I&R's database for tracking and reporting on Alameda TNC riders. Finally, the indirect line item at 8.4% is used to cover items associated with running the organization as a whole, including administrative staff salaries. The remaining \$36,800 will be used to cover the cost of TNC services through Lyft and Uber.

Eden I&R use both Uber and Lyft and offer riders the best available price at the time of booking. While Lyft is a great partner for 211, Uber currently has Wheelchair Accessible Rides, which is not something Lyft offers at this time, so our team uses both services to provide the best option to our riders. Lyft allows 211's to book rides for any program without the Business Service Fee of approximately 10% as part of their agreement with United Way Worldwide and 211's throughout the country. This savings will be passed on to the City and riders for any Lyft rides that are booked. We estimate this in-kind value is around \$1,840 since approximately half of Eden I&R's rides are booked through Lyft.

Based on our experience scheduling rides for the City of Hayward for the past year, we believe the average TNC Service cost per trip for the City of Alameda will be a \$9.61. At this rate, the City can fund 4,020 rides between the \$36,800 we have allocated for TNC service and the \$1,840 in-kind contribution from Lyft. This is equivalent to 5 rides per person for 80 participants from September 2021 – June 2022.

Eden I&R/211 Alameda County		
Contract Budget	Alameda Request	FTE
Personnel & Consultants		
Executive Director	\$2,570	2%
Director of Programs	\$1,840	2%
211 Associate Director	\$1,470	2%
211 Phone Resource Specialist	\$15,725	40%
Administrative Assistant/Bookkeeper	\$1,882	3%
Total Salaries & Consultants	\$24,702	
Fringe Benefits and Taxes (16%)	\$3,758	
Supplies		
Equipment	\$1,500	Workstation for new staff
Phone	\$670	1% of annual costs
Software	\$370	1% of annual costs
Building Lease & Maint.	\$950	1% of annual costs
Office / Printing Supplies	\$130	1% of annual costs
Utilities	\$190	1% of annual costs
Insurance	\$131	1% of annual costs
Total Supplies	\$3,941	
Other		
TNC Service	\$36,800	
Salesforce Consultant	\$1,215	
Total Services	\$38,015	
Total Salary + Operations Exp	\$69,201	
8.4% Indirect	\$5,799	
Total Project	\$75,000	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

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

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

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	CONTACT NAME: Heffernan Insurance Brokers PHONE (A/C, No, Ext): 925-934-8500 E-MAIL ADDRESS: HIB24-7@heffins.com	FAX (A/C, No): 925-934-8278
INSURED Eden I&R Inc. 570 B Street Hayward CA 94541	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: Hartford Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 1184 19682

License#: 0564249
EDENINF-01**COVERAGES****CERTIFICATE NUMBER:** 410211457**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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			202003735	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202003735	9/1/2020	9/1/2021	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202003735UMB	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Crime D & O Liability and Employment Practices Liab.			57BDDHB2777 202003735DONPO	1/27/2021 9/1/2020	1/27/2022 9/1/2021	Employee Dishonesty Each Wrongful Act Annual Aggregate \$50,000 1,000,000 2,000,000

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

City of Alameda Public Works Department, its agents, officers and representatives are included as an additional insured with respects to the General Liability policy per the attached endorsement. A Waiver of Subrogation is included on General Liability policy per the attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization:</p>

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY -
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

The insurance extended by this endorsement is primary coverage when you have so agreed in a written contract or agreement and will be considered non-contributory with the additional insured(s) own insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

City of Alameda
Paratransit Scope of Work
Eden I&R/211 Alameda County

Mission

Eden I&R (EIR)'s mission is to link people and resources. We envision a community empowered with information and connected to resources so that all people attain health, happiness, hope, and improved livelihoods.

Proposed Program

Eden I&R proposes to provide curb-to-curb service through TNCs (Transportation Network Companies), Lyft and Uber. Seniors and persons with disabilities who are enrolled in the East Bay Paratransit (EBP) program in the City of Alameda and have low incomes will be eligible for this service. The City of Alameda will provide Eden I&R with a list of eligible participants.

Curb-to-Curb through TNCs will transport eligible individuals within Alameda County. The service will be available Monday through Friday from 8:15am to 5:30pm. Wheelchair accessible vehicles (WAVs) may be requested Monday through Friday from 8:15am to 4:30pm with the understanding that there may not be one available; i.e. WAVs cannot be guaranteed due to Uber's limited stock in Alameda County at this writing.

The TNC concierge service provided by 211 is available in over 300 languages utilizing the Language Line Translation service. Staff on site also speak Spanish, Cantonese, and Vietnamese.

The proposed project would begin on July 1, 2021 and would continue for one year. The first two months would be spent setting up the Salesforce database and enrolling participants, with the first rides taking place on September 1, 2021.

Assuming the project is successful, there is potential to extend term an additional five years, and potential for additional operational monies in future years beyond the \$75,000 annually as the program grows. Likewise, additional evening and weekend hours can be added in subsequent years.

Service Area & Costs

TNC rides will only be available for trips within Alameda County including all cities and the unincorporated areas.

Program participants will pay the first \$4 for each trip, which is the same cost of an East Bay Paratransit trip for 12 miles or less, and pay for any amount over \$20 for each trip. Participants will need to call 211 to set up an account using their credit or debit card number for billing. A family credit card or pre-paid debit card is also acceptable.

Goals, Outcomes and Impacts of the Proposed Program

1. EIR will provide trained 211 staff to answer client ride requests and from eligible participants
2. EIR will monitor each scheduled ride via the TNC platforms to ensure that all trips are successfully completed as requested
3. EIR will ensure that clients receive no more than 5 one-way trips per month. 211 will provide a personal welcome call for each new program participant to help them feel comfortable with its agency and to answer any questions.
4. EIR agrees to only schedule rides outside the agreed-upon service area when sent approval from City staff.
5. EIR will compile and submit monthly service reports of all TNC performed trips Program Participants. Reports shall include the following information:
 - a. Number of one-way trips provided using ride-hailing apps
 - b. Information in aggregate on origin and destination for same day trips
 - c. Designation of Alameda clients
 - d. Purpose of rides (employment, medical, etc.)
 - e. Aggregate demographic information on riders (if available)
 - f. Average call length and average wait time
 - g. Qualitative information on complaints for the Transportation Network Companies
 - h. Qualitative information on safety incidents for the Transportation Network Companies
 - i. Other metrics as requested by Alameda CTC
6. EIR will monitor and evaluate call center services provided to Program Participants. This program will reduce the transportation barrier seniors and persons with disabilities face in accessing critical services such as medical care, food, and employment.
7. EIR staff will conduct a training on the 211 system for Mastick Senior Center staff so that City of Alameda staff can be a better “front door” to 211 services for Alameda residents

Experience

On July 1, 2020, Eden I&R began working with the City of Hayward to schedule TNC rides for seniors and people living with Disabilities as part of their Hayward Operated Paratransit (HOP) program. To date, the EIR team has scheduled more than 2,000 rides for HOP participants. Through a temporary one-month partnership with the City of San Leandro in July 2020, EIR additionally scheduled 66 subsidized rides for seniors and people living with disabilities in San Leandro.

In FY 19-20, EIR began partnering with Lyft and United Way Worldwide to provide free rides to callers for healthcare appointments and food access. Over the past year, that program has expanded to also support callers needing rides to employment offerings. This partnership has resulted in over 300 free rides for 211 Alameda County callers to date, some of which resulted in new jobs and life-saving medical care. As part of this work, Eden I&R's Transportation Coordinator, Kimberly Pham, was selected to serve on Lyft's new national Dispatcher Advisory Council, working directly with Lyft's engineering team. In this role, Kimberly will be able to advocate for changes to Lyft's services, which will help us better serve our clients.

Benefits of Scheduling Rides Through Eden I&R/211 Alameda County

Eden I&R is an Alameda County-based nonprofit that hires members of the local community to answer 211 calls and strives to pay them a living wage. Eden I&R's staff is reflective of callers in many ways, from having shared experiences (survivors of domestic violence, formerly homeless, and/or having to navigate the social safety net themselves), to matching the racial and ethnic make-up of our callers (46% African America, 28% Latinx, 7% API, 6% Mixed Race). Over the last year, Eden I&R has committed more strongly to serving our staff and clients of color in even better, more equitable ways and are currently working with a DEI consultant. Leveraging the 24/7 multilingual call center to enter into new contracts, such as managing the Hayward Operating Program for ride scheduling, has enabled us to increase our call center staff's wages an average of more than \$3/hour over the last two years.

211 launched in 2007, and over the past 14 years the budget has increased from \$1.5M to more than \$2.5M. Funding from city and county governments for 211 has not kept up with this increase. The TNC ride scheduling program is a perfect fit for 211, as it helps contribute toward needed costs for things like the 211 phone system, while also advancing Eden I&R's mission of "connecting people and resources." This project is also part of a larger effort to coordinate mobility management services in Alameda County by using 211 as a central access point for subsidized taxi and ride-sharing programs currently offered by the various cities and unincorporated areas of Alameda County.

211's staff is additionally trained to offer additional appropriate referrals in addition to the original need of the caller. It is a "holistic" approach. For example, while scheduling a ride for a San Leandro rider last summer, the rider expressed he was struggling with grief as a result of the death of his mother. The staff member he was speaking with gently asked him if he would like grief support resources, which he was grateful to accept.

Eden I&R's transportation team takes the time to get to know the TNC riders and watches rides to make sure they are completed safely. The team also has an average answer time of 12 seconds for each call. The following examples highlights how 211 goes above and beyond in supporting our riders:

~Arlene was returning home from a medical trip, and 211 staff noticed it was taking a long time for her to get home and that she was dropped off at a different address than requested. The team gave her a call to make sure she was safe, at which point we learned her driver had turned back to help her pick up her cane she left at the medical office, then dropped her off at a restaurant for lunch. Arlene was glad 211 staff called to ensure she was safe and was not being over-charged for her ride.

~ After Myrtle was done completing her errands at the bank, she called to request a ride home. Our team informed Myrtle that the driver's estimated time of arrival was about 15 minutes. Because of the 15-minute wait time, Myrtle wanted to buy tea at the shop close by but was worried if she would make it back on time. Our team reassured her that it was enough time for her. When the driver was about 2 minutes away, we called Myrtle to let her know that the driver was nearby, and she was picked up on time. The next day, Myrtle called back and expressed appreciation for our work to ensure a successful pick up. Myrtle was glad she had access to transportation that gives her freedom to go the medical office, bank, and tea shop all in one day.

~ Peter traveled to Kaiser Emergency Room with his wife, Victoria, in a wheelchair accessible ride booked by the transportation team. The day after the appointment, Victoria informed us that an ambulance was transporting Peter to a rehab facility but was unable to take his motorized wheelchair. Victoria was concerned because she had no mode of transportation to bring her husband's wheelchair home. Thankfully, a one-time approval from the City of Hayward was granted for Victoria to use a HOP ride, and Victoria safely returned home with his wheelchair. She has since enrolled with the program herself.

~ Daniel needed a ride to fill a transportation gap. Daniel is enrolled in East Bay Paratransit, but the shuttle does not travel to his home address for pickup. Daniel called to request a ride to Safeway that is about 3 miles away from his home, so that he could meet with the East Bay Paratransit shuttle for pick-up.

Eden I&R appreciates the City of Alameda's partnership since 211 launched, and we have also been happy to operate the Homeless Hotline for the city since it launched last July.

Budget Narrative

This grant will cover 40% of the salary for a Phone Resource Specialist to assist with answering increased call volume expected to result from this program; a portion of the 211 Associate Director's salary to oversee the program rollout and integration with 211; a portion of both the Director of Programs and Executive Director's salaries for time spent on reporting and oversight; a portion of the Administrative Assistant/Bookkeeper's time spent reconciling ride charges; and a percentage of various operating costs including purchasing necessary equipment

for the new Phone Resource Specialist. There is additionally \$1,215 budgeted for our Salesforce Consultant, which is approximately 9 hours of work, to build out the needed aspects of Eden I&R's database for tracking and reporting on Alameda TNC riders. Finally, the indirect line item at 8.4% is used to cover items associated with running the organization as a whole, including administrative staff salaries. The remaining \$36,800 will be used to cover the cost of TNC services through Lyft and Uber.

Eden I&R use both Uber and Lyft and offer riders the best available price at the time of booking. While Lyft is a great partner for 211, Uber currently has Wheelchair Accessible Rides, which is not something Lyft offers at this time, so our team uses both services to provide the best option to our riders. Lyft allows 211's to book rides for any program without the Business Service Fee of approximately 10% as part of their agreement with United Way Worldwide and 211's throughout the country. This savings will be passed on to the City and riders for any Lyft rides that are booked. We estimate this in-kind value is around \$1,840 since approximately half of Eden I&R's rides are booked through Lyft.

Based on our experience scheduling rides for the City of Hayward for the past year, we believe the average TNC Service cost per trip for the City of Alameda will be a \$9.61. At this rate, the City can fund 4,020 rides between the \$36,800 we have allocated for TNC service and the \$1,840 in-kind contribution from Lyft. This is equivalent to 5 rides per person for 80 participants from September 2021 – June 2022.

Eden I&R/211 Alameda County

Contract Budget	Alameda Request	FTE
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Personnel & Consultants

Executive Director	\$2,570	2%
Director of Programs	\$1,840	2%
211 Associate Director	\$1,470	2%
211 Phone Resource Specialist	\$15,725	40%
Administrative Assistant/Bookkeeper	\$1,882	3%

Total Salaries & Consultants	\$24,702	
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Fringe Benefits and Taxes (16%)	\$3,758	
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Supplies

Equipment	\$1,500	Workstation for new staff
Phone	\$670	1% of annual costs
Software	\$370	1% of annual costs
Building Lease & Maint.	\$950	1% of annual costs
Office / Printing Supplies	\$130	1% of annual costs
Utilities	\$190	1% of annual costs
Insurance	\$131	1% of annual costs

Total Supplies	\$3,941	
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Other

TNC Service	\$36,800	
Salesforce Consultant	\$1,215	

Total Services	\$38,015	
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Total Salary + Operations Exp	\$69,201	
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8.4% Indirect	\$5,799	
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Total Project	\$75,000	
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2021

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

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

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	CONTACT NAME: Heffernan Insurance Brokers PHONE (A/C, No, Ext): 925-934-8500 E-MAIL ADDRESS: HIB24-7@heffins.com FAX (A/C, No): 925-934-8278
INSURED Eden I&R Inc. 570 B Street Hayward CA 94541	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance of California INSURER B: Hartford Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: 0564249 EDENINF-01	NAIC # 1184 19682

COVERAGES**CERTIFICATE NUMBER:** 1921454767**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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			202003735	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202003735	9/1/2020	9/1/2021	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202003735UMB	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Crime D & O Liability and Employment Practices Liab.			57BDDHB2777 202003735DONPO	1/27/2021 9/1/2020	1/27/2022 9/1/2021	Employee Dishonesty Each Wrongful Act Annual Aggregate \$50,000 1,000,000 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2021

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

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

PRODUCER (WC) Heffernan Insurance Brokers 1350 Carback Avenue Walnut Creek CA 94596	CONTACT NAME: Heffernan Insurance Brokers PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278 E-MAIL ADDRESS: HIB24-7@heffins.com
INSURED Eden I&R Inc. 570 B Street Hayward CA 94541	License#: 0564249 EDENINF-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits Insurance Alliance of California	1184
INSURER B: Hartford Fire Insurance Company	19682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 410211457

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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			202003735	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202003735	9/1/2020	9/1/2021	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202003735UMB	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B A	Crime D & O Liability and Employment Practices Liab.			57BDDHB2777 202003735DONPO	1/27/2021 9/1/2020	1/27/2022 9/1/2021	Employee Dishonesty \$50,000 Each Wrongful Act 1,000,000 Annual Aggregate 2,000,000

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

City of Alameda Public Works Department, its agents, officers and representatives are included as an additional insured with respects to the General Liability policy per the attached endorsement. A Waiver of Subrogation is included on General Liability policy per the attached endorsements.

CERTIFICATE HOLDER
CANCELLATION

City of Alameda
 Public Works Department
 950 West Mall Square, Room 110
 Alameda, CA 94501-7558

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
--

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY -
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "damages" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations.

The insurance extended by this endorsement is primary coverage when you have so agreed in a written contract or agreement and will be considered non-contributory with the additional insured(s) own insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/16/2021

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

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

PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc		
	PHONE (A/C, NO, EXT): 877-266-6850	FAX (A/C, No): 585-389-7426	
	E-MAIL ADDRESS: Certs@paychex.com		
INSURED EDEN I & R, INC. 570 B ST HAYWARD, CA 94541-500	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AmGUARD Insurance Company		42390
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	\$	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$	
	<input type="checkbox"/>						GENERAL AGGREGATE	\$	
	<input type="checkbox"/>						PRODUCTS - COMP/OP AGG	\$	
	<input type="checkbox"/>							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$	
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
<input type="checkbox"/>								\$	
<input type="checkbox"/>								\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EDWC203046	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	\$ 1,000,000.00	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00	

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

CERTIFICATE HOLDER City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501-7558	CANCELLATION 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 Mam P Shadi
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Eden I&R, Inc.

"linking people and resources"



570 B Street • Hayward, CA 94541 • 510-537-2710 • FAX 510-537-0986

July 29, 2021

City of Alameda

2263 Santa Clara Ave.

Alameda, CA 94501

To Whom It May Concern:

This letter certifies that Alison DeJung, Executive Director of Eden I&R, Inc., has signatory authority for the agency. Please let me know if you have any questions or need additional information.

Sincerely,

Amy Wilson

Chair, Eden I&R Board of Directors