MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into as of September 11, 2017 by and between the City of Menlo Park, a California municipal corporation ("City") and Menlo Spark, a project of the Trust for Conservation Innovation, a California non-profit corporation ("Menlo Spark").

Recitals

A. Menlo Spark is an independent nonprofit partnering with the City to support projects that encourage becoming climate neutral by 2025.

B. The City is agreeable to having a Menlo Spark Climate Fellow ("Fellow") work at a location in City facilities in accordance with the terms and conditions of this Agreement.

Now therefore, the parties do hereby agree as follows:

1. Menlo Spark and the City may collaborate on sustainability efforts in the same manner they did prior to entering into this Agreement. It is anticipated that the Fellow would participate in such collaborative efforts.

2. The City will provide a location, which the City may move at any time and for any reason, in City facilities for the Fellow to work. At that location, the City will provide the Fellow with basic office supplies and a workstation, including but not limited to pens, paper, a chair and a desk. The Fellow shall only work at City facilities and use City break rooms and restrooms during regular business hours. The parties anticipate that most of the meetings which the Fellow attends will be off-site and not in City facilities. The City will offer the Fellow access to guest wifi, of which the City cannot guarantee the adequacy. The Fellow will have no access to the City’s network, printers, computers or phones. The Fellow shall notify the City Sustainability Manager immediately of any safety hazards, damage, cleanliness, or other issues that may hinder a safe, healthy workplace or cause concern for the facility’s security or integrity and the City shall respond if and as appropriate.

3. Menlo Spark confirms that the Fellow has a personal laptop computer and phone to be used at City facilities. The City shall not be liable for any personal property, including but not limited to the aforementioned items, that are stolen, damaged or lost from any portion of the City facilities.

4. This Agreement is effective on the date set forth above in the initial paragraph of this Agreement and shall remain in effect until June 29, 2018, unless earlier terminated. The City may terminate this Agreement at any time and for any reason upon written notice to Menlo Spark.
5. Menlo Spark confirms that a thorough background check on the Fellow was completed prior to placement in City facilities, including fingerprinting through the Department of Justice, that indicates the Fellow has no felony convictions, no convictions for crimes of moral turpitude, and no current probation, parole or conviction for any misdemeanor involving vandalism, theft or fraud. Katrina Semene is hereby designated as Menlo Spark’s Fellow. The Fellow may not be changed by Menlo Spark without prior written notification to and approval by the City.

6. At all times, neither Menlo Spark nor the Fellow are an agent, volunteer or employee of the City. Menlo Spark’s Fellow is not eligible for and shall not receive compensation or benefits from the City. Neither Menlo Spark nor the Fellow shall have the power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall have control over the conduct of Menlo Spark or the Fellow, except as set forth in this Agreement. Neither Menlo Spark nor the Fellow shall at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the City. Menlo Spark shall fully comply with the worker’s compensation law regarding Menlo Spark and Menlo Spark’s employees, including the Fellow.

7. Menlo Spark covenants that any and all City data, documents, discussion, or other information obtained by Menlo Spark during the term of this Agreement are deemed confidential and shall not be disclosed by Menlo Spark without prior written authorization by the City. Menlo Spark’s covenant under this section shall survive the termination of this Agreement.

8. Menlo Spark shall indemnify, defend and hold harmless the City, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course the fellowship described in this Agreement due to the acts or omissions of Menlo Spark or the Fellow. This section shall survive the termination of this Agreement.

9. Menlo Spark agrees to pay for any theft or damage to City property caused by the Fellow.

10. Menlo Spark provided the City with a Certificate of insurance for Katrina Semene through her employer, Bay Area Community Resources during the term of this Agreement and such insurance shall protect the City from claims for bodily injury and property damage that may arise out of or relate to the fellowship described in this Agreement.

11. Menlo Spark shall not use the address of City facilities at which the Fellow is located for any purpose. Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and may be delivered by U.S. Mail or by email to:
12. This Agreement represents the entire agreement between the City and Menlo Spark. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

13. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date appearing below.

MENLO SPARK

Diane Bailey
Executive Director

Date: 10/25/17

CITY OF MENLO PARK

Alex McIntyre
City Manager

Date:

APPROVED AS TO FORM:

William L. McClure
City Attorney
# Certificate of Liability Insurance

## Important Information

- 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

- **Vantreo Insurance Brokerage**
- 100 Stony Point Rd, Suite 180
- Santa Rosa, CA 95401
- Contact: Rebecca Rountree
  - Phone: (707) 546-2300
  - Fax: (707) 546-2300
  - Email: rrountree@vantreo.com

### Insured

- Bay Area Community Resources, Inc.
- 171 Carlos Drive
- San Rafael, CA 94903-2005

### Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Addl Subr.</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY</td>
<td>X OCCUR</td>
<td>PHPK1684210</td>
<td>07/20/2017</td>
<td>07/01/2018</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES (Ex occurrence) $100,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td></td>
<td>PRODUCTS - COMP/OP ACC $2,000,000</td>
</tr>
<tr>
<td>A AUTOMOBILE LIABILITY</td>
<td>PHPK1684210</td>
<td>07/20/2017</td>
<td>07/01/2018</td>
<td></td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
<td>X OCCUR</td>
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<td></td>
<td>COMBINED SINGLE LIMIT (Ex accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $50,000</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident) $25,000</td>
</tr>
<tr>
<td>A UMBRELLA LIAB</td>
<td>OCCUR</td>
<td>PHUB593225</td>
<td>07/20/2017</td>
<td>07/01/2018</td>
<td>EACH OCCURRENCE $10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $10,000,000</td>
</tr>
<tr>
<td>A WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y/N</td>
<td>N/A</td>
<td>07/01/2017</td>
<td>07/01/2018</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
</tr>
<tr>
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<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

### Certificate Holder

- City of Menlo Park
- 701 Laurel Street
- Menlo Park, CA 94025

### 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

- Rebecca Rountree
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

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<th>Limit of Insurance</th>
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<td>Damage to Property You Own, Rent, or Occupy</td>
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<td>Damage to Premises Rented to You</td>
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<td>Athletic Activities</td>
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<td>Supplementary Payments – Bail Bonds</td>
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<td>5</td>
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<td>Supplementary Payment – Loss of Earnings</td>
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<td>5</td>
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<td>Employee Indemnification Defense Coverage</td>
<td>$25,000</td>
<td>5</td>
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<td>Key and Lock Replacement – Janitorial Services Client Coverage</td>
<td>$10,000 limit</td>
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<td>Additional Insured – Newly Acquired Time Period</td>
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<tr>
<td>Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)</td>
<td>Included</td>
<td>7</td>
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<td>Additional Insured – Broadened Named Insured</td>
<td>Included</td>
<td>7</td>
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<td>Additional Insured – Funding Source</td>
<td>Included</td>
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<td>Additional Insured – Home Care Providers</td>
<td>Included</td>
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<td>Additional Insured – Managers, Landlords, or Lessors of Premises</td>
<td>Included</td>
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<td>Additional Insured – Lessor of Leased Equipment</td>
<td>Included</td>
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<td>Additional Insured – Grantor of Permits</td>
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<td>Additional Insured – Vendor</td>
<td>Included</td>
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<td>Additional Insured – Franchisor</td>
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<td>Additional Insured – When Required by Contract</td>
<td>Included</td>
<td>9</td>
</tr>
<tr>
<td>Additional Insured – Owners, Lessees, or Contractors</td>
<td>Included</td>
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<td>Additional Insured – State or Political Subdivisions</td>
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Transfer of Rights of Recovery Against Others To Us | Clarification | 10
Liberalization | Included | 11
Bodily Injury – includes Mental Anguish | Included | 11
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A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:**

a. **Expected or Intended Injury**

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:**

(3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:**

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**
LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

a. The last paragraph of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6, is deleted in its entirety and replaced by the following:

Subject to Paragraph 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. Intentional, Willful, or Deliberate Violations

      Any willful, intentional, or deliberate “violation(s)” by any insured.

   b. Criminal Acts

      Any “violation” which results in any criminal penalties under the HIPAA.

   c. Other Remedies

      Any remedy other than monetary damages for penalties assessed.

   d. Compliance Reviews or Audits

      Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

   a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”

   b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.

   c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.
G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of SECTION III - LIMITS OF INSURANCE to the greater of:
   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
   
   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

   e. Athletic Activities

   To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

   1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGE, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.
K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. “Client” means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. “Employee” means:

(1) Any natural person:

   (a) While in your service or for 30 days after termination of service;

   (b) Who you compensate directly by salary, wages or commissions; and

   (c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

   (a) To substitute for a permanent “employee” as defined in Paragraph (1) above, who is on leave; or

   (b) To meet seasonal or short-term workload conditions;

   while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

   (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

   (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

   c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this
Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators — Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors — Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured — Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source — Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers — At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises — Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment — Automatic Status When Required in Lease Agreement With You — Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or
organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

(a) 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

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
m. State or Political Subdivisions – Any state or political subdivision as required, 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 political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

   (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

   (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

   This condition applies only when the "occurrence" or offense is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership; or

   (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

   This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership; or

   (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

   It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of
Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

“Bodily injury” means:

  a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
  
  b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

      (1) Any insured; or
      
      (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.
October 19, 2017

To Whom It May Concern:

We acknowledge that BACR requires subcontractors to 1) check both DOJ and FBI background checks on Request for LiveScan Service forms for all employees and volunteers who are providing services at BACR programs, and 2) register with the DOJ to receive subsequent arrest data 3) notify BACR if any results do not comply with the BACR LiveScan policy.

We acknowledge and agree to comply with BACR's background check policy: Results of fingerprinting background check must be free of prior violent, child molestation, or sex crimes. In addition, any felony convictions within the last five years shall be unacceptable. Fingerprinting results for employees providing direct services to minors shall be received by BACR prior to conducting work with minors.

The following individuals have been fingerprinted and are clear to work per BACR background check policy:

1. Katrina Semene

We agree to monitor any subsequent arrest data to ensure these individuals continue to comply with BACR policy. In the event an individual no longer complies with the policy, we will ensure the individual stops working with minors and will notify BACR immediately.

Sincerely,

Lisa McCabe
Program Accountant

171 Carlos Drive, San Rafael, California 94903-2005
Phone: 415.444.5580  Fax: 415.444.5598
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into as of September 11, 2017 by and between the City of Menlo Park, a California municipal corporation ("City") and Menlo Spark, a project of the Trust for Conservation Innovation, a California non-profit corporation ("Menlo Spark").

Recitals

A. Menlo Spark is an independent nonprofit partnering with the City to support projects that encourage becoming climate neutral by 2025.

B. The City is agreeable to having a Menlo Spark Climate Fellow ("Fellow") work at a location in City facilities in accordance with the terms and conditions of this Agreement.

Now therefore, the parties do hereby agree as follows:

1. Menlo Spark and the City may collaborate on sustainability efforts in the same manner they did prior to entering into this Agreement. It is anticipated that the Fellow would participate in such collaborative efforts.

2. The City will provide a location, which the City may move at any time and for any reason, in City facilities for the Fellow to work. At that location, the City will provide the Fellow with basic office supplies and a workstation, including but not limited to pens, paper, a chair and a desk. The Fellow shall only work at City facilities and use City break rooms and restrooms during regular business hours. The parties anticipate that most of the meetings which the Fellow attends will be off-site and not in City facilities. The City will offer the Fellow access to guest wifi, of which the City cannot guarantee the adequacy. The Fellow will have no access to the City's network, printers, computers or phones. The Fellow shall notify the City Sustainability Manager immediately of any safety hazards, damage, cleanliness, or other issues that may hinder a safe, healthy workplace or cause concern for the facility's security or integrity and the City shall respond if and as appropriate.

3. Menlo Spark confirms that the Fellow has a personal laptop computer and phone to be used at City facilities. The City shall not be liable for any personal property, including but not limited to the aforementioned items, that are stolen, damaged or lost from any portion of the City facilities.

4. This Agreement is effective on the date set forth above in the initial paragraph of this Agreement and shall remain in effect until June 29, 2018, unless earlier terminated. The City may terminate this Agreement at any time and for any reason upon written notice to Menlo Spark.
5. Menlo Spark confirms that a thorough background check on the Fellow was completed prior to placement in City facilities, including fingerprinting through the Department of Justice, that indicates the Fellow has no felony convictions, no convictions for crimes of moral turpitude, and no current probation, parole or conviction for any misdemeanor involving vandalism, theft or fraud. Katrina Semene is hereby designated as Menlo Spark’s Fellow. The Fellow may not be changed by Menlo Spark without prior written notification to and approval by the City.

6. At all times, neither Menlo Spark nor the Fellow are an agent, volunteer or employee of the City. Menlo Spark’s Fellow is not eligible for and shall not receive compensation or benefits from the City. Neither Menlo Spark nor the Fellow shall have the power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall have control over the conduct of Menlo Spark or the Fellow, except as set forth in this Agreement. Neither Menlo Spark nor the Fellow shall at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the City. Menlo Spark shall fully comply with the worker’s compensation law regarding Menlo Spark and Menlo Spark’s employees, including the Fellow.

7. Menlo Spark covenants that any and all City data, documents, discussion, or other information obtained by Menlo Spark during the term of this Agreement are deemed confidential and shall not be disclosed by Menlo Spark without prior written authorization by the City. Menlo Spark’s covenant under this section shall survive the termination of this Agreement.

8. Menlo Spark shall indemnify, defend and hold harmless the City, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course the fellowship described in this Agreement due to the acts or omissions of Menlo Spark or the Fellow. This section shall survive the termination of this Agreement.

9. Menlo Spark agrees to pay for any theft or damage to City property caused by the Fellow.

10. Menlo Spark provided the City with a Certificate of insurance for Katrina Semene through her employer, Bay Area Community Resources during the term of this Agreement and such insurance shall protect the City from claims for bodily injury and property damage that may arise out of or relate to the fellowship described in this Agreement.

11. Menlo Spark shall not use the address of City facilities at which the Fellow is located for any purpose. Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and may be delivered by U.S. Mail or by email to:
Menlo Spark:

Diane Bailey, Executive Director
405 14th Street, Suite 164
Oakland, CA 94612
(650) 281-7073
diane@menlospark.org.

City:

Rebecca Lucky, Sustainability Manager
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6765
rlucky@menlopark.org

12. This Agreement represents the entire agreement between the City and Menlo Spark. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

13. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date appearing below.

MENLO SPARK

Diane Bailey
Executive Director

Date: 10/25/17

CITY OF MENLO PARK

Alex McIntyre
City Manager

Date:

APPROVED AS TO FORM:

William L. McClure
City Attorney
# Certificate of Liability Insurance

## 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).

### Coverages

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philadelphia Indemnity Ins Co</td>
<td>18058</td>
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<tr>
<td>Vantreo Insurance Brokerage</td>
<td></td>
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</table>

### Certificates

<table>
<thead>
<tr>
<th>INSURER C</th>
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<th>INSURER F</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Coverages and Limits

- **A Commercial General Liability**
  - Claims-Made: X Occur
  - Policy: PHPK1684210
  - Policy Number: 07/20/2017 - 07/01/2018
  - Limits:
    - Each Occurrence: $1,000,000
    - Damage to Rented Premises (EA occurring): $100,000
    - MED Exp (Any one person): $5,000
    - Personal & Adv Injury: $1,000,000
    - General Aggregate: $2,000,000
    - Products - Comprod Agg: $2,000,000

- **A Automobile Liability**
  - ANY AUTO
    - Policy: PHPK1684210
    - Limit: $1,000,000

- **A Umbrella Liability**
  - Occur
    - Policy: PHUB593225
    - Limit: $10,000,000

- **B Workers’ Compensation and Employers’ Liability**
  - Any Proprietor/Partner/Executive Officer/Member Excluded: Y
  - Limit: 732183680103
  - Limit: $1,000,000
  - E.L. Each Accident: $1,000,000
  - E.L. Disease - EA Employee: $1,000,000
  - E.L. Disease - Policy Limit: $1,000,000

### Certificate Holder

- City of Menlo Park
- 701 Laurel Street
- Menlo Park, CA 94025

### 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

- Rebecca Rountree

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**The ACORD name and logo are registered marks of ACORD**

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**ACORD 25 (2016/03)**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<table>
<thead>
<tr>
<th>Coverage Applicable</th>
<th>Limit of Insurance</th>
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<tr>
<td>Limited Rental Lease Agreement Contractual Liability</td>
<td>$50,000 limit</td>
<td>2</td>
</tr>
<tr>
<td>Non-Owned Watercraft</td>
<td>Less than 56 feet</td>
<td>2</td>
</tr>
<tr>
<td>Damage to Property You Own, Rent, or Occupy</td>
<td>$30,000 limit</td>
<td>2</td>
</tr>
<tr>
<td>Damage to Premises Rented to You</td>
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<td>3</td>
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<tr>
<td>HIPAA</td>
<td>Clarification</td>
<td>4</td>
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<tr>
<td>Medical Payments</td>
<td>$20,000</td>
<td>5</td>
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<tr>
<td>Medical Payments – Extended Reporting Period</td>
<td>3 years</td>
<td>5</td>
</tr>
<tr>
<td>Athletic Activities</td>
<td>Amended</td>
<td>5</td>
</tr>
<tr>
<td>Supplementary Payments – Bail Bonds</td>
<td>$5,000</td>
<td>5</td>
</tr>
<tr>
<td>Supplementary Payment – Loss of Earnings</td>
<td>$1,000 per day</td>
<td>5</td>
</tr>
<tr>
<td>Employee Indemnification Defense Coverage</td>
<td>$25,000</td>
<td>5</td>
</tr>
<tr>
<td>Key and Lock Replacement – Janitorial Services Client Coverage</td>
<td>$10,000 limit</td>
<td>6</td>
</tr>
<tr>
<td>Additional Insured – Newly Acquired Time Period</td>
<td>Amended</td>
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</tr>
<tr>
<td>Additional Insured – Medical Directors and Administrators</td>
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<tr>
<td>Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)</td>
<td>Included</td>
<td>7</td>
</tr>
<tr>
<td>Additional Insured – Broadened Named Insured</td>
<td>Included</td>
<td>7</td>
</tr>
<tr>
<td>Additional Insured – Funding Source</td>
<td>Included</td>
<td>7</td>
</tr>
<tr>
<td>Additional Insured – Home Care Providers</td>
<td>Included</td>
<td>7</td>
</tr>
<tr>
<td>Additional Insured – Managers, Landlords, or Lessors of Premises</td>
<td>Included</td>
<td>7</td>
</tr>
<tr>
<td>Additional Insured – Lessor of Leased Equipment</td>
<td>Included</td>
<td>7</td>
</tr>
<tr>
<td>Additional Insured – Grantor of Permits</td>
<td>Included</td>
<td>8</td>
</tr>
<tr>
<td>Additional Insured – Vendor</td>
<td>Included</td>
<td>8</td>
</tr>
<tr>
<td>Additional Insured – Franchisor</td>
<td>Included</td>
<td>9</td>
</tr>
<tr>
<td>Additional Insured – When Required by Contract</td>
<td>Included</td>
<td>9</td>
</tr>
<tr>
<td>Additional Insured – Owners, Lessees, or Contractors</td>
<td>Included</td>
<td>9</td>
</tr>
<tr>
<td>Additional Insured – State or Political Subdivisions</td>
<td>Included</td>
<td>10</td>
</tr>
</tbody>
</table>
A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

   (a) Less than 58 feet long; and

   (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

   a. The last paragraph of SECTION I – COVERAGE I. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, is deleted in its entirety and replaced by the following:

      Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

   b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate “violation(s)” by any insured.

b. Criminal Acts

Any “violation” which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”

b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.

c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.
G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of SECTION III - LIMITS OF INSURANCE to the greater of:
   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:
   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

   e. Athletic Activities

   To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1. d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."
K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGE(S), SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “client’s” premises due to theft or other loss to keys entrusted to you by your “client,” up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees,” “managers,” directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this
Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or
organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

   (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

      (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

      (b) The construction, erection, or removal of elevators; or

      (c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

   (1) The insurance afforded the vendor does not apply to:

      (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

      (b) Any express warranty unauthorized by you;

      (c) Any physical or chemical change in the product made intentionally by the vendor;

      (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

      (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

      (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

l. Owners, Lessees or Contractors – Any person or organization, 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 when required by a contract.

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:

(a) 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

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
m. State or Political Subdivisions – Any state or political subdivision as required, 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 political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the “occurrence” or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of
Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.
October 19, 2017

To Whom It May Concern:

We acknowledge that BACR requires subcontractors to 1) check both DOJ and FBI background checks on Request for LiveScan Service forms for all employees and volunteers who are providing services at BACR programs, and 2) register with the DOJ to receive subsequent arrest data 3) notify BACR if any results do not comply with the BACR LiveScan policy.

We acknowledge and agree to comply with BACR’s background check policy: Results of fingerprinting background check must be free of prior violent, child molestation, or sex crimes. In addition, any felony convictions within the last five years shall be unacceptable. Fingerprinting results for employees providing direct services to minors shall be received by BACR prior to conducting work with minors.

The following individuals have been fingerprinted and are clear to work per BACR background check policy:

1. Katrina Semene

We agree to monitor any subsequent arrest data to ensure these individuals continue to comply with BACR policy. In the event an individual no longer complies with the policy, we will ensure the individual stops working with minors and will notify BACR immediately.

Sincerely,

Lisa McCabe
Program Accountant
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into as of September 11, 2017 by and between the City of Menlo Park, a California municipal corporation ("City") and Menlo Spark, a project of the Trust for Conservation Innovation, a California non-profit corporation ("Menlo Spark").

Recitals

A. Menlo Spark is an independent nonprofit partnering with the City to support projects that encourage becoming climate neutral by 2025.

B. The City is agreeable to having a Menlo Spark Climate Fellow ("Fellow") work at a location in City facilities in accordance with the terms and conditions of this Agreement.

Now therefore, the parties do hereby agree as follows:

1. Menlo Spark and the City may collaborate on sustainability efforts in the same manner they did prior to entering into this Agreement. It is anticipated that the Fellow would participate in such collaborative efforts.

2. The City will provide a location, which the City may move at any time and for any reason, in City facilities for the Fellow to work. At that location, the City will provide the Fellow with basic office supplies and a workstation, including but not limited to pens, paper, a chair and a desk. The Fellow shall only work at City facilities and use City break rooms and restrooms during regular business hours. The parties anticipate that most of the meetings which the Fellow attends will be off-site and not in City facilities. The City will offer the Fellow access to guest wifi, of which the City cannot guarantee the adequacy. The Fellow will have no access to the City's network, printers, computers or phones. The Fellow shall notify the City Sustainability Manager immediately of any safety hazards, damage, cleanliness, or other issues that may hinder a safe, healthy workplace or cause concern for the facility's security or integrity and the City shall respond if and as appropriate.

3. Menlo Spark confirms that the Fellow has a personal laptop computer and phone to be used at City facilities. The City shall not be liable for any personal property, including but not limited to the aforementioned items, that are stolen, damaged or lost from any portion of the City facilities.

4. This Agreement is effective on the date set forth above in the initial paragraph of this Agreement and shall remain in effect until June 29, 2018, unless earlier terminated. The City may terminate this Agreement at any time and for any reason upon written notice to Menlo Spark.
5. Menlo Spark confirms that a thorough background check on the Fellow was completed prior to placement in City facilities, including fingerprinting through the Department of Justice, that indicates the Fellow has no felony convictions, no convictions for crimes of moral turpitude, and no current probation, parole or conviction for any misdemeanor involving vandalism, theft or fraud. Katrina Semene is hereby designated as Menlo Spark’s Fellow. The Fellow may not be changed by Menlo Spark without prior written notification to and approval by the City.

6. At all times, neither Menlo Spark nor the Fellow are an agent, volunteer or employee of the City. Menlo Spark’s Fellow is not eligible for and shall not receive compensation or benefits from the City. Neither Menlo Spark nor the Fellow shall have the power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Neither the City, nor any of its agents shall have control over the conduct of Menlo Spark or the Fellow, except as set forth in this Agreement. Neither Menlo Spark nor the Fellow shall at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the City. Menlo Spark shall fully comply with the worker’s compensation law regarding Menlo Spark and Menlo Spark’s employees, including the Fellow.

7. Menlo Spark covenants that any and all City data, documents, discussion, or other information obtained by Menlo Spark during the term of this Agreement are deemed confidential and shall not be disclosed by Menlo Spark without prior written authorization by the City. Menlo Spark’s covenant under this section shall survive the termination of this Agreement.

8. Menlo Spark shall indemnify, defend and hold harmless the City, and its elective or appointive boards, officers, employees, agents and volunteers against any claims, losses, or liability that may arise out of or result from damages to property or personal injury received by reason of, or in the course the fellowship described in this Agreement due to the acts or omissions of Menlo Spark or the Fellow. This section shall survive the termination of this Agreement.

9. Menlo Spark agrees to pay for any theft or damage to City property caused by the Fellow.

10. Menlo Spark provided the City with a Certificate of insurance for Katrina Semene through her employer, Bay Area Community Resources during the term of this Agreement and such insurance shall protect the City from claims for bodily injury and property damage that may arise out of or relate to the fellowship described in this Agreement.

11. Menlo Spark shall not use the address of City facilities at which the Fellow is located for any purpose. Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and may be delivered by U.S. Mail or by email to:
12. This Agreement represents the entire agreement between the City and Menlo Spark. This Agreement supersedes all prior oral and written negotiations, representations or agreements. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

13. In the event that any party to this Agreement commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled. The venue for any litigation shall be San Mateo County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date appearing below.

MENLO SPARK

City of Menlo Park

Diane Bailey
Executive Director

Alex McIntyre
City Manager

Date: 10/25/17

APPROVED AS TO FORM:

William L. McClure
City Attorney
# Certificate of Liability Insurance

**Producer**
Vantreo Insurance Brokerage  
100 Stony Point Rd, Suite 160  
Santa Rosa, CA 95401

**Contact**
Rebecca Rountree  
PHONE (707) 546-2300  
FAX (707) 546-2300  
EMAIL rrountree@vantreo.com

**Insured**
Bay Area Community Resources, Inc.  
171 Carlos Drive  
San Rafael, CA 94903-2005

**Certification Number:** PHPK1684210

## Coverages

### Commercial General Liability

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<tr>
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<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Limits</th>
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<td>CLAIMS-MADE X OCCUR</td>
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**General Aggregate Limit Applies Per:**
- Policy
- Prod
- Occ
- Loc

### Automobile Liability

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**Excess Liab:**
- $10,000

### Workers Compensation and Employers Liability

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**Any Proprietor/Partner/Executive Officer/Member Excluded?**
- N/A

### Professional Liability

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<th>Type of Insurance</th>
<th>Policy Number</th>
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### Description of Operations/Locations/Vehicles

The City of Menlo Park is included as additional insured with regards to General Liability per attached form.

## Certificate Holder
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

## Cancellation

**Authorizing Representative**

**ACORD 25 (2016/03)**  
© 1988-2015 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<table>
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<tr>
<th>Coverage Applicable</th>
<th>Limit of Insurance</th>
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<tr>
<td>Extended Property Damage</td>
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<tr>
<td>Limited Rental Lease Agreement Contractual Liability</td>
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<td>Non-Owned Watercraft</td>
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<td>Damage to Property You Own, Rent, or Occupy</td>
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<td>Damage to Premises Rented to You</td>
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<td>HIPAA</td>
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<td>Medical Payments</td>
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<td>Medical Payments – Extended Reporting Period</td>
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<td>Athletic Activities</td>
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<td>Supplementary Payments – Bail Bonds</td>
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<td>Supplementary Payment – Loss of Earnings</td>
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<tr>
<td>Employee Indemnification Defense Coverage</td>
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<tr>
<td>Key and Lock Replacement – Janitorial Services Client Coverage</td>
<td>$10,000 limit</td>
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</tr>
<tr>
<td>Additional Insured – Newly Acquired Time Period</td>
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<tr>
<td>Additional Insured – Medical Directors and Administrators</td>
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<tr>
<td>Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)</td>
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<tr>
<td>Additional Insured – Broadened Named Insured</td>
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<tr>
<td>Additional Insured – Funding Source</td>
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<tr>
<td>Additional Insured – Home Care Providers</td>
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<tr>
<td>Additional Insured – Managers, Landlords, or Lessors of Premises</td>
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<tr>
<td>Additional Insured – Lessor of Leased Equipment</td>
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<td>Additional Insured – Grantor of Permits</td>
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<td>Additional Insured – Franchisor</td>
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<td>Additional Insured – Owners, Lessees, or Contractors</td>
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<td>Additional Insured – State or Political Subdivisions</td>
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<td>Duties in the Event of Occurrence, Claim or Suit</td>
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A. Extended Property Damage

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph b. Contractual Liability is amended to include the following:

(3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions, Paragraph g. (2) is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

a. The last paragraph of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract”;

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. Insuring Agreement is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph 2. Exclusions is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate “violation(s)” by any insured.

b. Criminal Acts

Any “violation” which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”

b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.

c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.
G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of SECTION III - LIMITS OF INSURANCE to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS, Subsection 1. Insuring Agreement, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities is deleted in its entirety and replaced with the following:

   e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

   1. b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."
K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this
Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insured, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessor of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment** – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or
organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
(g) Products which, after distribution or sale by you, have been labeled or relabeled or
used as a container, part or ingredient of any other thing or substance by or for the
vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor
for its own acts or omissions or those of its employees or anyone else acting on its
behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to
make or normally undertakes to make in the usual course of business, in
connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you
have acquired such products, or any ingredient, part or container, entering into,
accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a
franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract
executed prior to the occurrence of a loss. Such person or organization is an additional
insured for "bodily injury," "property damage" or "personal and advertising injury" but only for
liability arising out of the negligence of the named insured. The limits of insurance applicable
to these additional insureds are the lesser of the policy limits or those limits specified in a
contract or agreement. These limits are included within and not in addition to the limits of
insurance shown in the Declarations.

l. Owners, Lessees or Contractors – Any person or organization, 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 when required by a
contract.

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:

(a) 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

(b) That portion of "your work" out of which the injury or damage arises has been put to
its intended use by any person or organization other than another contractor or
subcontractor engaged in performing operations for a principal as a part of the same
project.
m. State or Political Subdivisions – Any state or political subdivision as required, 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 political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of
Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V – DEFINITIONS, Paragraph 14. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. SECTION V – DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured;

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.
October 19, 2017

To Whom It May Concern:

We acknowledge that BACR requires subcontractors to 1) check both DOJ and FBI background checks on Request for LiveScan Service forms for all employees and volunteers who are providing services at BACR programs, and 2) register with the DOJ to receive subsequent arrest data 3) notify BACR if any results do not comply with the BACR LiveScan policy.

We acknowledge and agree to comply with BACR's background check policy: Results of fingerprinting background check must be free of prior violent, child molestation, or sex crimes. In addition, any felony convictions within the last five years shall be unacceptable. Fingerprinting results for employees providing direct services to minors shall be received by BACR prior to conducting work with minors.

The following individuals have been fingerprinted and are clear to work per BACR background check policy:

1. Katrina Semene

We agree to monitor any subsequent arrest data to ensure these individuals continue to comply with BACR policy. In the event an individual no longer complies with the policy, we will ensure the individual stops working with minors and will notify BACR immediately.

Sincerely,

Lisa McCabe

Program Accountant