

**AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACTOR SERVICES**

Blue Triton Brands, Inc. (DBA ReadyRefresh)

Water Delivery Service

This Amendment No. 2 to Agreement for Contractor Services is made and entered into as of 1/31/2024, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Blue Triton Brands, Inc. (DBA ReadyRefresh), a Corporation ("Contractor").

RECITALS

A. The City and Contractor have entered into that certain Agreement for Contractor Services dated as of 6/14/2021, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Contractor in an amount of Six Thousand dollars (\$6,000.00).

C. The term of the Original Agreement is twelve (12) months and allows the City to extend the term on a 12-month basis, not to exceed two (2) additional 12-month renewals.

D. Amendment No. 1 dated 6/6/2023, increased compensation by an additional \$500.00 for a not to exceed compensation amount of \$6,500.00 per fiscal year.

E. The parties now desire to amend an increase in the payment for such services as set forth in this Amendment No. 2 for an annual amount not to exceed \$9,500.00.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Contractor agree as follows:

1. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Notwithstanding the foregoing, for purposes of Amendment No. 2 and the term thereof, compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Contractor's Proposal (referenced collectively as Exhibit A-1 Amendment No. 2). In no event shall Contractor's compensation related to Exhibit A-1 to Amendment No. 2 exceed Nine Thousand Five Hundred dollars (\$9,500.00) without additional written authorization from the City Council.

2. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal
corporation

"CONTRACTOR"

Blue Triton Brands, Inc. (DBA ReadyRefresh) a
Corporation

DocuSigned by:

Jason Simpson

1F551F83E0FE412...

City Manager

Date: 2/2/2024 | 3:15 PM PST

DocuSigned by:

Tim Anderson

E32A84C1DC444E2...

Tim Anderson, Key Account
Manager

Date: 2/2/2024 | 2:25 PM PST

ATTEST:

DocuSigned by:

CAJ

2041B140748C400...

City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Barbara Leibold

A5006D0006AF40C...

City Attorney

DocuSigned by:

Shannon Buckley

078FB33A1E42493...

Assistant City Manager

Attachments: Exhibit A-1 – Contractor 's Proposal



Thank you for your interest in ReadyRefresh.

Attached is a summary of benefits, as well as a proposal with the specific needs in mind. I hope you find this information helpful in your decision making process.

In addition, we also offer a wide variety of other products and services.

Thanks again for your interest in ReadyRefresh. Please feel free to call me with questions at 714-412-3053. I look forward to establishing a mutually rewarding business relationship.

Sincerely,

Tim Anderson

Area Growth Manager

714-412-3053

Timothy.Anderson@waters.nestle.com



Benefits of ReadyRefresh's Service

Bottled Water

- ✓ Superior purified Drinking Water in 3 and 5 Gallon bottles
- ✓ Spring Water in cases of convenient .5 Liter bottles
- ✓ Competitive pricing
- ✓ An established delivery system perfected over many years of service
- ✓ Saturday service available, in many areas, for bottled water delivery or equipment exchange
- ✓ We perform over 15 quality checks every hour, far exceeding government requirements

Coffee

- ✓ Complete line of brand name coffees, as well as our own private blend
- ✓ Free loan of coffee pots
- ✓ Free brewer service and cleaning
- ✓ Free regularly scheduled deliveries
- ✓ Free monthly pot exchange
- ✓ Free coffee filters
- ✓ Individually sealed packets to assure freshness
- ✓ Plumbed-in units available for convenience

Service

- ✓ Customer satisfaction is our number one goal
- ✓ No need to monitor your water, cup or coffee inventory - your delivery person will manage all re-orders based upon your individual needs
- ✓ One person to handle all of your sales, service and billing needs
- ✓ Monthly invoicing rather than 28 day cycle billing
- ✓ No annual service charge
- ✓ One invoice for all services to allow for ease of payment
- ✓ Customized billing for multiple locations
- ✓ Free replacement of rental equipment, in the event of equipment performance problems
- ✓ We do not charge any set fees



Benefits of ReadyRefresh's Filtration Service

Advanced point of use technology

- ✓ Activated Carbon Filtration is highly effective at reducing bacterial cysts, asbestos and other biological impurities
- ✓ Reverse Osmosis Filtration provides the additional benefit of reducing dissolved minerals in tap water
- ✓ Exclusively use filtration technologies developed by 3M Purification Inc.
- ✓ Tested and Certified by NSF International

Expert service

- ✓ Free* and efficient installation by Nestlé Waters AccuPure factory-certified technicians, a \$150 value, with rental service
- ✓ Regularly scheduled maintenance visits included with rental service

Unmatched savings

- ✓ Pay one low monthly fee
- ✓ Competitive pricing

Hassle-free

- ✓ Never run out of great-tasting water
- ✓ Get clean, filtered water directly from one of our freestanding dispensers or from a dedicated faucet on the sink
- ✓ No bottles to store or lift
- ✓ Choose from a variety of dispenser styles to match your office décor

Environmentally friendly

- ✓ A lighter carbon footprint than water delivery services, because there are no plastic bottles to manufacture or transport
- ✓ Energy-efficient dispensers provide instant hot and cold water on demand

* Free standard installation includes up to one hour of labor and up to 25 feet of related materials; customer is responsible for the cost of labor and materials in excess of such amounts

ReadyRefresh
Service Proposal

<u>Product</u>	<u>List Price</u>	<u>Your Price</u>
5 Gallon Nestlé Pure Life	\$8.49	\$5.49
Delivery Fee		\$9.99
Energy Star Room Temp & Cold Dispenser	\$10.99	\$3.99
Energy Star Hot & Cold Dispenser	\$15.99	\$4.99

L

Pricing based upon an estimated monthly volume and effective upon agreement.
Thank you for the opportunity to serve you.

Tim Anderson
Area Growth Manager
714-412-3053



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/02/2023

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

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

PRODUCER **MARSH USA, LLC. 501 Merritt 7 Norwalk, CT 06856-0770 CN133249025-Trini-GAWU-23-24 INSURED TRITON WATER HOLDINGS, INC. BLUETRITON BRANDS, INC. 900 LONG RIDGE RD STAMFORD, CT 06902	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B : Starr Specialty Insurance Company</td> <td>16109</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : Starr Specialty Insurance Company	16109	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** NYC-011112049-09 **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		1000100162231	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1000639318231 (AOS) 1000639319231 (MA)	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000589671231 (\$10M)	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	100 0004563 (AOS) 100 0004564 (AZ CT IA NJ NY NC TX) 100 0004565 (FL) 100 0004566 (WI, MA)	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Lake Elsinore its officers, elected and appointed officials, officers, agents, and employees are included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

 City of Lake Elsinore - City Yard
 521 N Langstaff
 Lake Elsinore, CA 92530

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

Marsh USA LLC

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**COMMERCIAL AUTO
SICA-1015 (0919)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CANCELLATION AND NONRENEWAL NOTICE TO DESIGNATED
PERSON OR ORGANIZATION AMENDATORY ENDORSEMENT**

Policy Number: 1000639318231

Effective Date: 3/31/2023

Named Insured: Triton Water Holdings, Inc.

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that, in the event we cancel or nonrenew this Coverage Part for any reason other than nonpayment of premium, we will endeavor to mail prior written notice of cancellation or nonrenewal to:

SCHEDULE

Name:

Address:

**Number of days
advance notice:** 30

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: 1000100162231

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All owners, lessees or contractors as required by written agreement signed prior to occurrence.	All owners, lessees or contractors as required by written agreement signed prior to occurrence.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. 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.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

AMENDMENT – 30 DAY NOTICE OF CANCELLATION

Policy Number: 1000100162231

Effective Date: 3/31/2023

Named Insured: Triton Water Holdings, Inc.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Products Completed Operations Coverage Form
Contractors Pollution Coverage Form
Site Pollution Coverage Form
Professional Liability Coverage Form

It is agreed thirty (30) days notice of cancellation, except as respects non-payment of premium for which ten (10) days will apply, will be given as respects the following certificate holder(s):

SCHEDULE

Certificate holders include only those entities where thirty (30) days notice of cancellation is required by an "insured contract" but only with respects to an entity for which "you" are directly or indirectly performing "your work". It is further understood and agreed that "you" will provide a complete list of certificate holders including name(s) and physical addresses to "us" that require the notice of cancellation, and that "you" will provide "us" this list at the time of the notice of cancellation.

All other terms and conditions of this Policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective 3-31-2023
Insured Triton Water Holdings, Inc.

Policy No. 1000004564

Endorsement No.
Premium

Insurance Company
Starr Specialty Insurance Co.

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT A-1

CONTRACTOR 'S PROPOSAL

[ATTACHED]

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: READYREFRESH
Business Location: 2200 CABOT DR STE 300
LISLE, IL 60532
Owner Name(s):

READYREFRESH
BLUETRITON BRANDS, INC
251 LITTLE FALLS DR
WILMINGTON, DE 19808-1674

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF LAKE ELSINORE

Administrative Services - Licensing
130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 001236
Business Type: MOBILE SERVICE AND/OR DELIVERY
VEHICLES
Description: DELIVERY OF BOTTLED WATER

Issue Date: 2/1/2024 **Expiration Date:** 1/31/2025

THIS IS YOUR LICENSE • NOT TRANSFERABLE