

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Community Development	Project Manager: Jesus Morales
Project Manager E-mail: jesus_morales@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6706
P.R. No: Vendor No: 14887	P.O./Contract No: / 5580
Description of Services: Housing Consortium of the East Bay (HCEB) and Collaborising, their sub-consultant, will deliver services for individuals living at the Rydin Road Vehicle Encampment in advance of the sunsetting on September 30, 2022.	
Amendment No. 5 modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Housing Consortium of the East Bay (HCEB)

Company Name: _____

Street Address: 410 7th Street, #203 Oakland, CA 94607

City, State, Zip Code: Oakland, CA 94607

Contact Person: Darin Lounds

Telephone: (510) 832-1382

Email: dlounds@hceb.org

Business License No: 4006-1230 / Expiration Date: December 31, 2022

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____
 other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on March 16, 2021, which **original** term commenced on April 1, 2021 and terminates February 12, 2022 with an **original** contract payment limit of \$560,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

DocuSigned by:
By Thomas L. Butt
64A4FEAB53BE4C0...

Title: Mayor
8/29/2022

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

DocuSigned by:
By Pamela Christian
C6643BFF4A43406...
City Clerk

Approved as to form:

DocuSigned by:
By [Signature] For
0F098C1E4C50485...
City Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

CONTRACTOR:
Housing Consortium of the East Bay (HCEB)

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By [Signature]
77866D4576B7423...

Title: CEO

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

DocuSigned by:
By William Bonville
603A78BE299343B...

Title: Secretary

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Contract Amendment between the City of Richmond and
Housing Consortium of the East Bay (HCEB)

Amendment No.

5

P.O./Contract No.

/ 5580

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

April 1, 2021

(Insert original contract commencement date)

and it terminates

September 30, 2022

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **404,958.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **964,958.00** including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

See below Exhibits.

EXHIBIT A SERVICE PLAN

Contractor shall, to the satisfaction of the Community Development Department, perform the following services and be compensated as outlined below. The City reserves the right to adjust the Service Specifications, Timeline, and Project Outcomes of Contractor's performance per ongoing evaluation.

1. Service Specifications.

Housing Consortium of the East Bay (HCEB) and Collaborising, their subconsultant, will deliver a number of supportive services for 27 individuals currently living in a vehicle encampment along the curb parking area on Rydin Road, north of Central Avenue. HCEB and Collaborising will work directly with encampment participants to assist in transitioning participants to other housing options prior to the scheduled September 30, 2022, sunset date of the encampment.

HCEB and Collaborising will be responsible for the following principal activities that include, but are not limited to:

- Finalize the Rydin Resident Assessment Tool to assess housing, behavioral, and health needs of participants to assist in transition planning.
- Develop standard form for program participants to voluntarily abandon belongings
- HCEB and Collaborising will actively engage Rydin participants to keep them apprised of program deadlines and transition supports via outreach and participant meetings, with the Contra Costa County Coordinated Outreach Referral and Engagement (CORE)
- HCEB (Rachel Yarborough) and Collaborising (Lea Murray and Ramon Quintana) will conduct Rydin resident assessments on a regular schedule.
- HCEB and Collaborising will draft individual transition plans, including potential flex funds request, for participants after the individual assessments are completed.
- HCEB and Collaborising will continue to refer and coordinate with CORE and Coordinated Entry to prioritize use of already available County resources (i.e.,

behavioral, and mental health services) to leverage and supplement City resources, including local community-based organizations.

- HCEB and Collaborising will coordinate with City staff including, but not limited to, Community Development, Parking Enforcement, Abatement, Richmond Fire Department, and Parks to ensure appropriate services are provided, clean up are held as anticipated, and the site is vacated according to city's policies and codes.
- HCEB and Collaborising will develop a plan to distribute funds to participants to achieve relocation developed in the individual transition plans for review and approval by City staff prior to expenditures of flex funds as provided for in Exhibit C.
- HCEB and Collaborising will implement the Individual Transition Plans for participants and assist participants with their transition. The Transition Plan shall be signed by participants prior to the distribution of flex funds as provided for in Exhibit C.
- HCEB and Collaborising will assist in the posting and distribution of the required legal notices for the sunsetting of the encampment scheduled for September 30, 2022, by distributing and posting a 30-day and 15-day notice.
- HCEB and Collaborising will assist the City and participants in holding a minimum of 2-3 clean-ups in advance of the sunsetting of the encampment.

2. Timeline.

No.	Tasks	Date
1	Develop the Rydin Resident Assessment Tool to survey participant housing, behavioral, and health assessments to determine needs and priorities.	August 5, 2022
2	Conduct Rydin resident assessments as assigned to staff (HCEB & Collaborising) on a regular schedule.	August 19, 2022
3	Develop and write up Individual Transitions plans for participants, including monetary estimate to achieve the transition, including signature by participant.	August 26, 2022
4	Develop a plan to distribute flex funds to participants to achieve transition plans developed.	September 2, 2022
5	Implement the individual Transition Plans, in collaboration with CCHS, for participants and assist participants in their transition to a new location.	August 26 - September 30, 2022

6	Develop a standard form for program participants to voluntarily abandon/relinquish belongings and agree to recovery support services, including mental and substance use disorder treatment, employment, emergency shelters, and transitional or supportive housing available in or outside of Contra Costa County.	August 19, 2022
7	Remove abandoned and inoperable vehicles.	September 30, 2022
8	Posting and distribution of the required legal notices for the sunseting of the encampment scheduled for September 30, by issuing a 30-day and 15-day notice.	September 1 and September 15, 2022
9	Clean up Activities (3 minimum).	September 2022

3. Project Outcomes and Evaluation

Task No.	Program Component	Program Outcome	Indicator/ Measurement	Goal	Evaluation Method
1,2,3	Resident Assessment Form	Develop assessment tool to assess housing, behavioral, mental, and physical health needs, priorities of participants to inform development of a transition plan for each participant	Final assessment form template	1	Copy of final assessment form provided to the City
1,2,3	Resident Assessments	Identify housing, behavioral, mental, and physical health needs, and priorities of participants for transition plan development	Number of participants completing assessment	27	Completed Individual resident assessments submitted to City
4	Flex fund distribution plan	Plan to distribute funds to participants to achieve relocation	Finalized Flex Fund Total distribution by August 2022, and September 2022	TBD	Copy of City-approved distribution plan records
5	Participant Transitional	Provide planned path	Number of participants with	27	Executed transition plans

	Plan & Agreement	for participants to transition out of Rydin encampment to housing alternative or family reunification	completed transition plans		and associated agreements
5	Participant transition	Transition participants from Rydin encampment to identified living situation per Transition Plan	Number of participants transitioned by August 31, 2022	7-10	Participants transitioned out tabulation (count)
			Number (Total) of participants transitioned by September 30, 2022	27	Participants transitioned out tabulation (count)
6	Voluntary Relinquish belonging form	Form for participants to voluntary relinquish belonging	Final form template	1	Copy of final form template
7	Auto removal	Eliminating excess automobiles not used by participants	Number of vehicles removed	42	Identify vehicles to be removed and track total number removed
8	Abatement Notices	Posting of notices to enforce no camping law	Final notice templates	2	Copy of final posted notices
9	Clean up events	Host 3 clean up to reduce excess belongings for participant transitions	Three clean up events held with Abatement	3	Photos and tonnage reports of materials picked up

EXHIBIT B PROGRAM BUDGET

The contractor and subcontractor (via the contractor) shall submit monthly invoices and reports outlining the work performed and hours worked on each Task. Payment is contingent upon work performed per task and per hour up to the payment limit amount as included in the budget, and submission of agreed upon deliverables as outlined in the Scope of Work. The City reserves the right to not pay the full amount included in the budget if deliverables are not met (i.e., complete assessments, clean-up, etc.).

The withholding for this agreement is twenty percent. The City shall disburse funds for costs incurred to date, less twenty percent, upon the grantee's satisfactory progress under the approved work program, and upon the grantee's submission of an invoice and report outlining work performed, which shall be submitted monthly. The City shall disburse the twenty percent withheld upon the grantee's satisfactory completion of the scope of work.

PROFESSIONAL SERVICES BUDGET				
PERSONNEL	Jul-22	Aug-22	Sep-22	Total
Program Manager	4,875.00	4,875.00	4,875.00	14,625.00
Fringe Benefits @ .33	1,608.75	1,608.75	1,608.75	4,826.25
Subtotal	6,483.75	6,483.75	6,483.75	19,451.25
OPERATIONS				
Indirect Staff (Program Director. Exec Director)	800.00	800.00	800.00	2,400.00
Supplies (mileage and other staff expenses)	567.00	567.00	567.00	1,701.00
PPE and other supplies		3,500.00	3,500.00	7,000.00
Flex Funds		-	-	200,000.00
Office/ Client Space	952.75	952.75	952.75	2,858.25
Direct Client Expenses		-	-	-
Site Security	20,500.00	20,500.00	20,500.00	61,500.00
Subtotal	22,819.75	26,319.75	26,319.75	275,459.25
Total DIRECT COSTS	29,303.50	32,803.50	32,803.50	294,910.50
May/June HCEB Services				57,790.44
Collaborising (subconsultant)		17,500.00	17,500.00	35,000.00
Executive Director		11,437.50	11,437.50	
Operations Manager		6,062.50	6,062.50	
Contingency				1,018.25
ICR 12.5%	3,662.94	6,287.94	6,287.94	16,238.81
TOTAL DIRECT AND INDIRECT COSTS	32,966.44	39,091.44	39,091.44	404,958.00

EXHIBIT C

FLEX FUNDS FOR RYDIN ROAD ENCAMPMENT PARTICIPANTS

OBJECTIVE:

The Flex Funds are designed to remove financial barriers that prevent households from obtaining housing to transition from the Rydin Road encampment in advance of the sunsetting scheduled for September 30, 2022.

ELIGIBILITY:

- Program participants living at the Rydin Road encampment (up to 27 participants) with an executed completed Program Agreement, registered in HMIS, and completed Vi-SPDAT
- Rydin Resident Assessment and Transition Plan completed

PROCESS:

1. Assessment completed by authorized service providers (HCEB and/or Collaborising)
2. Complete Housing Transition Plan, in a form approved by the City of Richmond, which includes, but is not limited to, the following information:
 - Contact information for participant
 - Other resources received, requested and/or sought (i.e., Coordinated Entry, CORE assistance, etc.)
 - Detailed budget for flex funds requested to support proposed transition option
 - Timeline for execution
3. City reviews, edits (as necessary), and authorizes the flex fund request prior to expenditure
4. All parties (participants, service provider, and city) sign the Transition Plan
5. HCEB disburses funds to appropriate entity (directly to the participant, purchased on behalf of participant, and/or 3rd party vendor)
6. Direct disbursement to participants will be issued at the time of transition from Rydin Road
7. Transition plans and disbursement agreement shall note that participants agree to not relocate to other parts of the city unless in a legal housing unit
8. Service providers will develop and submit a final close out report to the City outlining all flex funds issued, leveraged funding or resources, destination, and status of Rydin participants via approved Transition Plan

TYPES OF SUPPORT:

The following are examples of the types of support to be provided by the City via Service Providers:

Fees and Deposits Needed to Apply for and Secure Housing:

- Security deposits (up to/not to exceed 2 times the rent)
- Application and administrative fees
- Pet deposits/fees
- Utility deposit activation fees for new utility accounts

Lease or Utility Assistance:

- Rental assistance, including monthly pet rent
- Utility assistance

Hotel or Motel Assistance:

- Requesting agency will be reimbursed for payment.
- Household must have a signed lease and move-in date established prior to approval.

Transportation:

- Items related to one-time, episodic, or regular transportation, that can help a client make progress towards ending their homelessness (e.g., car registration, bus passes, taxi fare, gas vouchers, tires, minor car repairs, etc.).
- Fares for the cost of housing navigation to view potential rental options by bus or other transportation services (e.g., Uber, Lyft, etc.).

Relocation Assistance:

- Bus tickets to return to locales with stable family support
- Train tickets to return to locales with stable family support
- Other transportation fees (e.g., taxis, rideshare services, etc.)
- Gas funds to reach destination

Critical Documents:

- Documentation needed to overcome barriers to employment, housing, etc. (e.g., driver's license, state identification card, birth certificate, student records, etc.).

Contract Amendment between the City of Richmond and
Housing Consortium of the East Bay (HCEB)

Amendment No.

5

P.O./Contract No.

/ 5580

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

As described in attached Exhibits.

Contract Amendment between the City of Richmond and
Housing Consortium of the East Bay (HCEB)

Amendment No.

P.O./Contract No.

5

/ 5580

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on February 12, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 for a payment limit not to exceed \$ 560,000.00.
- Term Amendment (insert new termination date): March 14, 2022
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 10, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 for a payment limit not to exceed \$ 560,000.00.
- Term Amendment (insert new termination date): May 31, 2022
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on June 16, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 for a payment limit not to exceed \$ 560,000.00.
- Term Amendment (insert new termination date): June 30, 2022
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 11, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 0.00 for a payment limit not to exceed \$ 560,000.00.
- Term Amendment (insert new termination date): July 31, 2022
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on August 1, 2022 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 404,958.00 for a payment limit not to exceed \$ 964,958.00.
- Term Amendment (insert new termination date): September 30, 2022
- Service Plan

City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services to the City of Richmond (City), or will be awarded City of Richmond (City) funds to provide programs or services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation insurance as required by the State of California including Employer's Liability (for CONTRACTOR's with employees);
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Fidelity Bond/Crime Coverage – in an amount stipulated by City depending upon scope of contract.

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" located at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate) . Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<p>City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations</p>
--

Automobile Liability (If auto is used.)	\$1,000,000 per occurrence for bodily injury and property damage.
Fidelity Bond/Crime Coverage <i>(Applies if receiving City funds.)</i>	In an amount stipulated by City depending upon the scope of Contract. <i>(Usually based upon the amount of money the Contractor is handling that could be embezzled over a period of time.)</i>

Required Policy Conditions

Additional Insured Endorsement	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p> <p>SAMPLE ENDORSEMENT can be found at: http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance providing coverage during the life of this contract.</p> <p>SAMPLE ENDORSEMENT can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the contractor shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

<p style="text-align: center;">City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations</p>
--

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Housing Consortium of the East Bay 410 7th Street, Suite 203 Oakland, CA 94607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: CRIME
 Policy#: 2022-10963-PROP
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy Term: 4/15/2022 To 4/15/2023
 Employee Theft: Limit: \$50,000 / Deductible: \$500
 Forgery or alteration: Limit: \$50,000 / Deductible: \$500

Named Insured: Housing Consortium of the East Bay; Inclusive Communities East Bay, LLC; Magnolia Terrace, LLC; Mentally Handicapped Childrens Organization, Inc., Luella Fuller Group Home; Tri-Valley BMR, LLC; Ashland NSP, LLC, Fairview Homes, LLC.

The City of Richmond, its officers, officials, employees, agents and volunteers are named additional insured with respect to the operations of the named insured. Waiver of Subrogation on Worker compensation applies in favor of additional insured. The insurance provided in the Commercial General Liability policies are primary and any other insurance shall be excess only and not contributing. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Endorsement to follow.

POLICY NUMBER: 2022-10963

COMMERCIAL GENERAL LIABILITY

Named Insured: Housing Consortium of the East Bay; Inclusive Commu

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

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

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

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

However:

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

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

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

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

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

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 shown in the Declarations; whichever is less.

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

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.