#### SERVICE PROVIDER AGREEMENT

	This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this	day
of	2024 ("Effective Date"), by and between the CITY OF ALAMEDA, a munic	ipal
corpor	ration ("the City"), and THE VILLAGE OF LOVE FOUNDATION, a California non-pr	ofit
corpor	ration, whose address is 490 43 <sup>rd</sup> Street, Oakland, CA 94609 ("Provider"), in reference	e to
the fol	lowing facts and circumstances:	

#### RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Homeless Outreach Team Services for Alameda's Homeless Population. City staff issued an RFP/RFQ on April 8, 2024, and after a submittal period of seventeen (17) days, received two (2) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on
- E. The City and Provider desire to enter into an agreement for homeless outreach team services for Alameda's unhoused population, upon the terms and conditions herein.

#### **AGREEMENT**

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

#### 1. <u>TERM</u>:

The term of this Agreement shall commence on the 1<sup>st</sup> day of October 2024, and shall terminate on the 30<sup>th</sup> day of September 2025, unless terminated earlier as set forth herein.

#### 2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in <u>Exhibit A</u> as requested. Provider acknowledges that the work plan included in <u>Exhibit A</u> is tentative and does not commit the City to request Provider to perform all tasks included therein.

#### 3. COMPENSATION TO PROVIDER:

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in <u>Exhibit B</u> and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in <u>Exhibit B</u>.

#### b. The total compensation for this Agreement shall not exceed \$270,000.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

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

#### 5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

#### **6. INDEPENDENT PARTIES:**

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

PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

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

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

#### 8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

#### 9. HOLD HARMLESS:

- a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

#### **10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

#### b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

#### (1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

#### (2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence

\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence

\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be

considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

#### (3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

#### (4) <u>Professional Liability</u>:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

#### c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

#### d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

#### e. ADDITIONAL INSUREDS:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

#### f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

#### g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted.

#### 11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

#### 12. PROHIBITION AGAINST TRANSFERS:

- a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.
- b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

#### 13. APPROVAL OF SUB-PROVIDERS:

- a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.
- b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.
- c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."
- d. The requirements in this Section 13 shall <u>not</u> apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

#### 14. **PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement,

all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

#### 15. <u>REPORTS</u>:

- a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.
- c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

#### 16. RECORDS:

- a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").
- b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.
- c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

#### 17. NOTICES:

- a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.
- b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is

deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

- c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.
- d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda Housing and Human Services 950 W. Mall Square, Suite 205 Alameda, CA 94501

ATTENTION: Lisa Fitts, Housing and Human Services Manager

Ph: (510) 747-6884

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

The Village of Love Foundation 490 43<sup>rd</sup> Street
Oakland, CA 94303

ATTENTION: Joey Harrison, Executive Director

Ph: (510) 313-1974

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

City of Alameda Housing and Human Services 950 W. Mall Square, Suite 205 Alameda, CA 94501

ATTENTION: Danielle Sullivan Email: dsullivan@alamedaca.gov

#### **18. SAFETY**:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

#### 19. TERMINATION:

- a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.
- b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.
- c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

#### **20.** ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

#### 21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

#### 22. <u>COMPLIANCE WITH ALL APPLICABLE LAWS:</u>

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as

all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

#### 23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

#### 24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

#### 25. <u>INTEGRATED CONTRACT:</u>

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

#### **PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider's request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider's principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 27. <u>CAPTIONS</u>:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

#### 28. **COUNTERPARTS**:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

#### 29. **SIGNATORY**:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

#### **30.** CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE VILLAGE OF LOVE FOUNDATION CITY OF ALAMEDA a California non-profit corporation a municipal corporation DocuSigned by: Joey Harrison Jennifer Ott Joey Harrison Chief Executive Officer City Manager DocuSigned by: RECOMMENDED FOR APPROVAL Albert Burns DocuSigned by: Chief Financial Officer amy Wooldrid Amy Wooldridge Assistant City Manager APPROVED AS TO FORM: City Attorney DocuSigned by:

Len Aslanian —765D25E39B18464...

Assistant City Attorney

Len Aslanian

#### **EXHIBIT A**

## City of Alameda Housing and Human Services HOMELESS OUTREACH TEAM SCOPE OF WORK

**PROVIDER:** The Village of Love Foundation

**PROGRAM:** Homeless Outreach Team

**CLIENTS TO BE SERVED:** Minimum of 100 unduplicated homeless clients per year

CONTRACT AMOUNT: \$270,000

**CONTRACT PERIOD:** October 1, 2024 – September 30, 2025

The Homeless Outreach Team (HOT) in the City of Alameda (City) will continue to be a positive beneficial addition to Alameda's unsheltered community. While the challenges of homelessness are difficult and multi-faceted, there are solutions. And, while no solution is guaranteed to completely solve homelessness, there is much potential for assisting with improving lives and helping to achieve self-sufficiency.

In addition to the City's Core Principals, The Village of Love Foundation's (VOL) goal for HOT is to build relationships between outreach workers and the unsheltered in Alameda. By working directly with the unsheltered, we can assess their needs and connect them to the appropriate resources and services.

VOL HOT will continue to work with the unsheltered community in order to decrease and eliminate any barriers that may be keeping them from gaining housing stability.

HOT responds to calls for homeless services assistance, makes regular contact with individuals and establishes a relationship with the unsheltered in encampments and those throughout the City. HOT provides transportation to the Day Center. They also assist the Alameda Police Department with calls related to the unsheltered community.

HOT will continue to perform daily street outreach and staff an office in the Day Center, to continue working with the unsheltered to whom they outreached.

The unsheltered that we outreach to feed directly into the Day Center, which is a safe, welcoming, loving place, accepting of all. Participants will not be discriminated against based on race, creed, gender, color, or religion. Men, women, and LGBTQ+ individuals and people are welcome to receive services without judgment.

The Day Center is available for our unsheltered 7 days a week, 9am-8pm, and can provide an overnight sleeping shelter for up to 10 individuals per night.

Presently, when performing street outreach, our approach is comforting. HOT engages the individual and asks, "How are you doing today?" We introduce ourselves and let them know we are from the Village of Love. We get a feel for them, and they get a feel for us. We bring them food, hygiene kits, resource materials, invite them to the Day Center and inform them of other places they can go for shelter, meals, medical care, and support.

If they choose to come to the Day Center, we can transport them in our van. When they arrive at the Day Center, they complete an intake form with the case worker, meet our friendly staff, participate in our services, and become part of the Day Center family.

Many choose not to come at first because they are more comfortable outdoors, and are wary. In that case, we continue to visit them where they are, and conduct outreach. We continue to bring them food and check on them regularly. This is where patience and building a rapport becomes important.

Our Homeless Outreach Team responds to calls and requests from the City of Alameda, and special requests from residents with a complaint or concern of an unsheltered individual. We are asked to aid in removing an unsheltered individual from a specific location. When this happens, we visit the location we've received a call about and meet with the unsheltered individual. We offer services immediately upon meeting and invite them to come with us to the Day Center. We review and share the City's encampment guidelines. Often, we have are able to persuade them to move from to a more appropriate location and help them understand why the guidelines are in place. On occasion, we have been able to place them in hotels and SRO's.

HOT acts as an extension of the Day Center, which is essentially a one-stop shop for the unsheltered in Alameda.

VOL has provided De-escalation training presentations for Alameda (City of Alameda, Residents, Businesses), in the past. As part of the HOT contract, VOL will provide four (4) complimentary, quarterly, De-escalation Trainings for Alameda. De-escalation is used during uncomfortable, potentially dangerous, or threatening, situations, to prevent a person from causing harm to us, themselves or others, by calming the situation to prevent escalation. This training will explain techniques, tips, principles, and communication skills to De-Escalate Any Situation, Any person, Anywhere, Anytime!

The Village of Love Foundation Homeless Outreach Team in Alameda, shall deliver the following, in conjunction with the City of Alameda's Core Principals:

- a. Harm Reduction
  - Harm Reduction outreach services through street outreach, at encampments and hot spot areas where the unsheltered are known to congregate. During street outreach we interact, distribute hygiene kits, snack bags, meals and we invite them to the Day Center.

- Transportation will be provided using the Day Center Transportation Van. We can transport individuals to and from The Day Center, once they become participants of the Day Center, we are able to transport them to and from doctor's appointments, social service appointments, etc.
- Encouragement and support of light clean up around sites to maintain health and welfare of encampments and the surrounding community the Homeless Outreach Team, the team will provide cleaning materials (gloves, garbage bags, etc.).
- The Day Center can be used as a meeting site and a place for social support contacts. Participants may use the Day Center as a mailing address and may have access to a computer, phone and establish an email address.
- Psychological/emotional preparation and support for participants around obtaining housing, and a group offered at The Day Center "Ready, Set, Home" which helps prepare the unsheltered for returning into an indoor living situation.
- We will continue to foster the ongoing relationships we have developed during our daily/weekly street outreach as we have built a rapport and provide consistent contact.

#### b. Linkages-Our Homeless Outreach Team shall:

- Provide linkage with clinical care management and other service resources as needed and desired.
- Help link individuals with housing resource centers, housing navigation services, and interim or bridge housing resources, as desired and available, with the goal of helping individuals move from unsheltered to sheltered situations.
- Help link individuals with public benefits, including income support and health insurance.
- Help link individuals with appropriate health care services primary care, behavioral health, dental, etc. based on their expressed needs and priorities.
- Help link individuals with appropriate legal resources homeless caring court, record expungement services, and probation housing resources.
- The Day Center Transportation Van will be used to assist individuals in making linkages to benefits and services.
- The Homeless Outreach Team shall accompany individuals to appointments, when required and as needed, to obtain benefits and services.
- The Homeless Outreach Team shall interview individuals served to determine if there are potential family supports and help individuals to connect.

- c. Office-Based Case Management shall be provided at the Day Center, while the Homeless Outreach Team shall provide Street-Based Case Management, in the following:
  - Engage clients in services focused on fulfilling housing goals and support clients in achieving positive housing outcomes.
  - Assess the individual's needs, make referrals, provide support in navigating various systems, connect clients with various resources, and advocate for addressing individual's needs.
- d. Housing Preparation Work the Homeless Outreach Team shall:
  - Continue the approach used at the Day Center where we develop a rapport with the participants and we will extend that to the Homeless Outreach Team.
  - We have built a relationship with our unsheltered, knowing each one of them and their family members by name. Treating all guests, and their pets, as if they are a member of our family.
  - Assess individuals to address housing histories and barriers positive references, credit history, rental history and prior convictions, criminal history, registered sex offender status, outstanding debts, and outstanding warrants. Use housing history to inform preparation work, complete early to avoid surprises.
  - Assess eligibility for permanent housing resources deposit/move-in financial assistance, rapid re-housing, affordable housing, and permanent supportive housing.
  - Assess the individual's financial situation and potential budget for housing help with income and benefits acquisition, develop a plan to help fund move-in costs.
  - Help individuals create tenant resumes gather appropriate documentation including I.D., SS cards, proof of citizenship, child custody, and other key information to use on housing applications.
  - Help identify and refer Home Stretch eligible clients to the Home Stretch registry.
  - Collaborate with housing service providers post-housing for encamped individuals moving from the streets to permanent supporting housing for up to two years post-housing if individuals are accepting of services.
- e. Postings/Clean-Up -Our Homeless Outreach Team shall:
  - Provide for postings as designed by the City of Alameda.
  - Provide cleaning materials (bags, instructions, encouragement) for residents to maintain clean sites, dispose of garbage.
  - Engage residents in Harm Reduction Outreach, including providing needed items, as available, and case management, as needed.
  - Record information about individuals at encampment sites in HMIS.

- Participate in clean ups by offering services on site.
- f. Coordinated Outreach Team for Unsheltered Homeless Individuals -Our Homeless Outreach Team shall:
  - Actively participate in the City's Homeless Outreach Team (HOT)/Collaboration Advancing Resources, Efforts, and Supports (CARES) for Alameda's Homeless and its activities, including, but not limited to, the following:
    - Attending regular meetings
    - Serving on workgroups and subcommittees
    - Participating in the Dine and Connect planning meetings
    - Conducting outreach to promote the Dine and Connect dinners and provide access for clients to participate
    - Participating in the planning and implementation of Alameda's Homeless Emergency Aid Program activities
  - Serve as a core member of the Coordinated Outreach Team, which will focus on client case conferencing, service coordination with other providers, and response coordination to support clients.

#### Activities shall include the following:

- Attend regular case conferencing meetings
- Conduct Street-Based outreach
- Conduct welfare checks to individuals as requested by the City
- Coordinate intervention response with Coordinated Outreach Team members
- Respond to requests to conduct outreach for individuals in a specific location
- Collaborate and coordinate with the Housing Resource Center.
- Administer follow-up surveys to help improve service delivery and program effectiveness of the City of Alameda's Coordinated Outreach program.
- Ensure timely submission of monthly, annual, and other reports as requested by the City of Alameda.
- Submit monthly reports and narrative reports
- Regular ongoing training and supervision for the Homeless Outreach Team members inclusive of the following topics: Housing First, Person Centered Practice, Trauma Informed Care, Equal Access and Racial Equity, Deescalation, CPR and First Aid, and Naloxone Training.

The Village of Love Foundation Homeless Outreach Team, in the City of Alameda, shall employ two (2) full-time Homeless Outreach Team members, one part-time Team member, and identify a reserve team member to fill in during times of staff absences. The Village of Love Foundation Homeless Outreach Team shall provide seven (7) days per week coverage between the hours of 8:30am-5:30pm, 365 days a year. Shortages in coverage will be reported to the City of Alameda in advance whenever possible.

# **EXHIBIT B**

The Village of Love Homeless Outreach Team         Break Allocation         Holiday Pay         Total before taxes at 30%         Break Allocation         FIE         included         \$6,306.00         \$1,801.89         \$6,198.19           Personnel Expenses:         \$126,000         5 FTE         included         \$6,306.00         \$1,817.20         \$6,198.19           Regional Director         \$24,50/hour x 40hrs         \$41,600.00         3 FTE         included         \$12,480.00         \$37.44.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.40         \$16,24.00         \$16,24.40         \$16,24.00         \$16,24.40         \$16,24.00         \$16,24.40         \$16,24.00         \$16,24.40         \$16,24.00         \$16,24.40         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00         \$16,24.00	Budget Fee Proposal RFP Submission 4/25/2024	sion 4/25/2024						
se:         Pay Rate         Break Allocation Holiday Pay         Total before taxes         Payroll taxes at 30%           \$126,126.00         \$126,126.00         \$126,030         \$1,891.89           \$24,50/hour x 40hrs         \$1,764.00         \$52,724.00         \$15,817.20           \$24,50/hour x 40hrs         \$1,764.00         \$22,148.00         \$15,817.20           \$Manager         \$30/hour x 40hrs         \$2,160.00         \$64,560.00         \$19,368.00           \$1,700 @ 2.35 employees         \$2,160.00         \$64,560.00         \$19,368.00         \$1,000           \$1,000 @ 2.35 employees         \$2,160.00         \$64,560.00         \$19,368.00         \$10,368.00           \$1,000 @ 2.35 employees         \$2,160.00         \$64,560.00         \$19,368.00         \$10,368.00           \$1,000 @ 2.35 employees         \$2,160.00         \$64,560.00         \$10,368.00         \$10,368.00           \$1,000 @ 2.35 employees         \$2,160.00         \$64,560.00         \$10,368.00         \$10,368.00           \$1,000 @ 2.35 employees         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         \$1,000.00         <	<ul> <li>Village of Love Homeless Outr</li> </ul>	reach Team					Budget:	Item
\$126,126.00 .5 FTE included \$6,306.30 \$1,891.89 \$41,600.00 .3 FTE included \$12,480.00 \$3,744.00 \$24.50/hour x 40hrs \$41,600.00 .3 FTE included \$12,480.00 \$3,744.00 \$24.50/hour x 40hrs \$24.60.00 \$2.35 employees \$25.744.00 \$56,444.0 \$26.44.40 \$26.46.40.00 \$3,19,368.00 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.64.40 \$3.93.6	Personnel Expenses:	Pay Rate	<b>Break Allocation</b>	Holiday Pay	Total before taxes	Payroll taxes at 30%		
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### ### ### ### ### ### ### ### ### ##	treach Worker Weekend	\$24.50/hour x 16hrs		\$1,764.00	\$22,148.00	\$6,644.40	\$28,792.40	2 days
Insurance         Total Personnel Expenses:         \$208           Jurance         1275 @ 2.35 employees         \$3           12,000 @ 2.35 employees         \$3           Inenses:         4 x \$60           /Maintenance         12 Months           Insurance:         \$34           Total Other Program Expenses:         \$200           Indirect (8.75%)         \$270           TOTAL PROPOSED BUDGET:         \$277	ntal Health Case Manager	\$30/hour x 40hrs		\$2,160.00	\$64,560.00	\$19,368.00	\$83,928.00	5 days/week, 8:30am-5:30pm
urance     1275 @ 2.35 employees     \$3       12,000 @ 2.35 employees     \$3       renses:     4 x \$60       yees     4 x \$60       /Maintenance     \$3       Insurance:     \$3       Total Other Program Expenses:     \$20       Total Personnel Expenses:     \$20       Indirect (8.75%)     \$27       TOTAL PROPOSED BUDGET:     \$27		Total Personnel Expenses:					\$205,683.79	
urance     1275 @ 2.35 employees     \$:       12,000 @ 2.35 employees     \$:35       yees     4 x \$60       /Maintenance     12 Months       Insurance:     \$:34       Total Other Program Expenses:     \$:200       Total Personnel Expenses:     \$:200       Total Personnel Expenses:     \$:200       TOTAL PROPOSED BUDGET:     \$:270	urance:							
12,000 @ 2.35 employees	irkers Comp/Insurance	1275 @ 2.35 employees					\$2,996.25	
4 x \$60         nance       12 Months       \$3         Insurance:       Total Other Program Expenses:       \$20         Total Personnel Expenses:       \$20         Indirect (8.75%)       \$27         TOTAL PROPOSED BUDGET:       \$27	dical Insurance	12,000 @ 2.35 employees					\$36,000.00	
4 x \$60         12 Months       \$3         Insurance:       \$3         Total Other Program Expenses:       \$20         Total Personnel Expenses:       \$20         Indirect (8.75%)       \$27         TOTAL PROPOSED BUDGET:       \$27	ner Program Expenses:							
12 Months Insurance: Total Other Program Expenses: Total Personnel Expenses: Indirect (8.75%) TOTAL PROPOSED BUDGET:	forms for Employees	4 × \$60					\$120.00	Employee Uniforms
gram Expenses Expenses: SED BUDGET:	nsportation/Gas/Maintenance	12 Months					\$3,517.46	
gram Expenses Expenses: SED BUDGET:		Insurance:					\$38.996.25	
Expenses: SED BUDGET:		Total Other Program Expenses					\$3 637 46	
SED BUDGET:		Total Personnel Expenses:					\$205,683.79	
		Indirect (8.75%)					\$21,682.50	
		TOTAL PROPOSED BUDGET:					\$270,000.00	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/07/2023

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).

นาเอ เเ	itilicate does not confer i	ights to the certificate holder in hed or s			
PRODUCER	Limitless Insurance Solu	itions Inc.	CONTACT Gary Khazan		
	840 Hinckley Rd Suite 12		PHONE (A/C, No, Ext): 650-259-7516	FAX (A/C, No): 415-27	<b>76-3780</b>
	Burlingame CA 94010		E-MAIL ADDRESS: gary@limitlessins.com		
			INSURER(S) AFFORDING COVERAGE		NAIC#
			INSURER A: Scottsdale Insurance Company		41297
INSURED	The Village of Love Foun	ation	INSURER B : Scottsdale Insurance Company	41297	
	490 43rd Street		INSURER C: State Compensation Insurance F	Fund	35076
	Oakland CA 94609		INSURER D :		
			INSURER E :		
			INSURER F:		
COVED	ACES	CEDTIFICATE NUMBER.	DEVISION NUM	ADED.	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR		TOTAL TOTAL CONTENTION OF COURT	ADDI	SUBR		POLICY EFF	POLICY EXP		
LTR	ļ.,	TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
	✓	COMMERCIAL GENERAL LIABILITY	<b>✓</b>					EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
Α					CPS7600854	06/15/2023	06/15/2024	MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	✓	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB ✓ OCCUR	✓					EACH OCCURRENCE	\$1,000,000
В	✓	EXCESS LIAB CLAIMS-MADE			CXS4003017	06/15/2023	06/15/2024	AGGREGATE	\$1,000,000
		DED RETENTION\$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						✓ PER OTH-ER	
С	ANYF	PROPRIETOR/PARTNER/EXECUTIVE	N/A		9322131-23	08/02/2023	08/02/2024	E.L. EACH ACCIDENT	\$1,000,000
	(Man	CER/MEMBEREXCLUDED?	147.4					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
		·						Each Occurrence	\$1,000,000
Α	Prof	essional Liability	<b>√</b>		CPS7600854	06/15/2023	06/15/2024	Aggregate	\$2,000,000

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

ocation:2407 Dana Street Berkeley CA 94704 and 431 Stardust Place Alameda CA 94501.

1041 West Midway, Building 2, Wing 3, Alameda, CA 94501

The City of Alameda is named as additional Insured.

CERTIFICATE HOLDER	CANCELLATION
The City of Alameda 950 W. Mall square Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Gary Khazan
	12/07/2023

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POLICY NUMBER: CPS7600854

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

### State Or Governmental Agency Or Subdivision Or Political Subdivision: CITY OF ALAMEDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS 950 W MALL SQUARE ALAMEDA CA 94501

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

- A. Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
  - This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

#### However:

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

- 2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/21/2024

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).

	s certificate does not confer rights to the							require an endorsement. A s	iatement on
	UCER				CONT	ACT		nes Customer and Agent Servicing	
	essive Insurance ox 94739, Cleveland, OH 44101				PHON	E		FAX	
	ox 54760, dieveland, dit 44761				(A/C, No, Ext): 1-800-444-4487 (A/C, No):  E-MAIL ADDRESS: progressivecommercial@email.progressive.com				
					ADDR			ING COVERAGE	NAIC #
					INCLIE		` '		10193
INSU	RED					RER B:	sive Express i	nsurance Company	10193
	VILLAGE OF LOVE FOUNDATION								
	.3RD ST LAND, CA 94609					RER C : RER D :			
	,					RERE:			
						RER F :			
COV	ERAGES CERTIFI	CATE	NILIM	BER: 407649593747			045	REVISION NUMBER:	
TH IN CE EX	IS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQUIRTIFICATE MAY BE ISSUED OR MAY PERCLUSIONS AND CONDITIONS OF SUCH POLICIAN	INSUF REMEN TAIN, CIES. I	RANCE NT, TE THE I	E LISTED BELOW HA RM OR CONDITION NSURANCE AFFORD S SHOWN MAY HAVE	VE BE OF AN	EN ISSUED T NY CONTRAC 'THE POLICI REDUCED BY	O THE INSUIT OR OTHER SES DESCRIBE PAID CLAIMS.	RED NAMED ABOVE FOR THE POR R DOCUMENT WITH RESPECT TO ED HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY					,	,	EACH OCCURRENCE \$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
								MED EXP (Any one person) \$	
								PERSONAL & ADV INJURY \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	
	OTHER:							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$1,000,	000
_	ANY AUTO OWNED  OWNED  TVISCHEDULED							BODILY INJURY (Per person) \$	
Α	OWNED AUTOS ONLY AUTOS HIRED NON-OWNED	Y	N	00820768		03/28/2024	09/28/2024	BODILY INJURY (Per accident) \$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$	
	LIMPRELLA LIAR DOCCUE							EACH OCCURRENCE \$	
	UMBRELLA LIAB OCCUR  EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	
		-						\$	
	WORKERS COMPENSATION							BERTUTE PRH-	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT \$	
	OFFICER/MEMBEREXCLUDED? [Mandatory in NH]							E.L. DISEASE - EA EMPLOYEE \$	
	İf yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
	See ACORD 101 for additional coverage details.							\$	
Α		Y	N	00820768		03/28/2024	09/28/2024		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES	(ACOF	RD 101,	Additional Remarks Sch	edule, r	nay be attached	if more space is	required)	
CEF	TIFICATE HOLDER				CAN	CELLATION			
2263					THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CANCEL IEREOF, NOTICE WILL BE DE CY PROVISIONS.	
ALAI	2263 SANTA CLARA ALAMEDA, CA 94501					AUTHORIZED REPRESENTATIVE  Mark Part			

AGENCY CUSTOMER ID:	
LOC #:	



#### ADDITIONAL REMARKS SCHEDULE

Page <u>1</u> of <u>1</u>

AGENCY		NAMED INSURED			
Progressive Insurance		THE VILLAGE OF LOVE FOUNDATION			
POLICY NUMBER		1 490 43RD ST 1 OAKLAND, CA 94609			
00820768		Office was, Officerous			
CARRIER	NAIC CODE				
Progressive Express Insurance Company	10193	EFFECTIVE DATE: 03/28/2024			

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 Certificate of Liability Insurance

#### **Additional Coverages**

 Insurance coverage(s)
 Limits

 Uninsured/Underinsured Motorist
 \$1,000,000 Combined Single Limit

#### **Description of Location/Vehicles/Special Items**

#### Scheduled autos only

2008 FORD E350 SUPER DUTY 1FDWE35L08DA26355

Collision \$500 w/Waiver Ded

Comprehensive \$500 Ded Medical Payments \$5,000

Rental Reimbursement \$50 Per Day (\$1,500 Max)

2007 HONDA ODYSSEY 5FNRL38787B104460

Collision \$500 w/Waiver Ded

Comprehensive \$500 Ded Medical Payments \$5,000

Rental Reimbursement \$50 Per Day (\$1,500 Max) Roadside Assistance Selected w/\$0 Ded

2007 HONDA ODYSSEY 5FNRL387X7B065001

Collision \$500 w/Waiver Ded

Comprehensive \$500 Ded Medical Payments \$5,000

Rental Reimbursement \$50 Per Day (\$1,500 Max)
Roadside Assistance Selected w/\$0 Ded

2012 CHEVROLET IMPALA 2G1WG5E38C1290236

Collision \$500 Ded
Comprehensive \$500 Ded
Medical Payments \$5,000

Rental Reimbursement \$50 Per Day (\$1,500 Max) Roadside Assistance Selected w/\$0 Ded

Liability coverage may not apply to all scheduled vehicles.

#### **Additional Information**

Certificate holder is listed as an Additional Insured.