

**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 municipal corporation (“the **City**”), and CHRIST EPISCOPAL CHURCH ALAMEDA, a California corporation, whose address is 1700 Santa Clara Avenue, Alameda, CA 94501 (“**Provider**”), in reference to the following 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: Winter Warming Shelter. Provider was selected on a sole source basis because of their previous experience and skill in providing winter warming services to the unhoused and Provider has contracted with Episcopal Community Services of San Francisco to provide the services.
- C. Provider and its contractor, Episcopal Community Services of San Francisco, possess 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 Winter Warming Shelter, upon the terms and conditions herein.

**AGREEMENT**

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

**1. TERM:**

The term of this Agreement shall commence on the 1<sup>st</sup> day of December 2024, and shall terminate on the 31<sup>st</sup> day of March 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 Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

**3. COMPENSATION TO PROVIDER:**

a. By the 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 Exhibit B 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 Exhibit B.

b. The total compensation for this Agreement shall not exceed \$173,385.

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.

Initial  
SDM

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) Professional Liability:

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:

\$1,000,000 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 INSURED(S):

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. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

**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 not 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. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of 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: C'Mone Falls, 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:

Christ Episcopal Church Alameda  
1700 Santa Clara Avenue  
Alameda, CA 94501  
ATTENTION: The Rev. Stephen McHale  
Ph: (510) 523-7200 / [Stephen@christchurchalameda.org](mailto:Stephen@christchurchalameda.org)

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](mailto: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. COMPLIANCE WITH ALL APPLICABLE LAWS:**

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

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.

**26. 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. CAPTIONS:**

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

**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.

**31. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

(1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

(2) Selection for training, including interns and apprentices.

A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants

will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which the City may determine to cancel, terminate, or suspend this Agreement. The City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by the City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

- A. Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- C. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed,

constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.


- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

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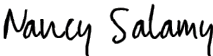
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

CHRIST EPISCOPAL CHURCH ALAMEDA  
a California corporation


CITY OF ALAMEDA  
a municipal corporation

Signed by:  
  
21CED847AF7244F...  
\_\_\_\_\_  
The Reverend Stephen McHale  
Chief Executive Officer


\_\_\_\_\_  
Jennifer Ott  
City Manager

Signed by:  
  
F16122958CAF491...  
\_\_\_\_\_  
Nancy Salamy  
Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
CF377C8EC7064C4...  
\_\_\_\_\_  
Amy Wooldridge  
Assistant City Manager

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
765D25E39B18464...  
\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney





## **ECS ALAMEDA HOMELESS WARMING SHELTER**

December 1 to March 31 from 4:00 PM to 8:00 AM.

The primary goal of the Warming Shelter is to provide a safe, warm, drug-free, and supportive environment for up to twenty-five (25) adults experiencing homelessness during the winter months. The shelter will operate on a "first come, first served" basis from Sunday, December 1, 2024, through Monday, March 31, 2025. The final night for guests to stay will be Sunday, March 30, 2025, with all participants required to exit on Monday, March 31, 2025, at 7:00 am.

While the Warming Shelter offers temporary shelter and various supportive services, it does not provide permanent housing. Participants do not have tenancy rights and must vacate the premises upon request by ECS. All individuals will be treated with dignity and respect at all times.

Participants are expected to follow shelter rules and agreements based on low-barrier best practices. Additionally, they must adhere to Alameda County health orders and take precautions to prevent the spread of COVID-19.

### **SHELTER HOSTING SCHEDULE**

- Christ Episcopal Church: December 1, 2024 – December 21, 2024
- Trinity Lutheran Church: December 22, 2024 – January 4, 2025
- Christ Episcopal Church: January 5, 2025 – February 9, 2025
- Twin Towers United Methodist Church: February 10 – 24, 2025
- Christ Episcopal Church: February 25, 2025 – April 1, 2025.

### **PERSONNEL COVERAGE**

To ensure efficient shelter operations, a team of four staff members will be on-site each night, divided into two shifts. Each shift will include an experienced Supervisor and a Service Coordinator/Janitor. The Director of Interim Housing will be on call and available in person as needed throughout the operational period.

The Shelter team is skilled in approaches such as Housing First, Harm Reduction, Trauma-Informed Care, Conflict Resolution, and Emergency Response to ensure support and safety for all participants.



## **SHELTER TEAM COMMITMENTS**

- Staff will be present onsite daily from 4:00 pm to 8:00 am to create a welcoming and supportive atmosphere for shelter participants.
- Staff will enforce shelter rules and guidelines to maintain order and ensure safety for all guests.
- Staff will clean and sanitize all areas within the shelter, including sleeping areas, restrooms, and kitchen spaces, to maintain a healthy environment.

## **SAFEGUARDING CONFIDENTIAL INFORMATION**

The Shelter team and partners must treat any personally identifying information about participants, as well as the name and location of the site, as strictly confidential. This confidentiality should be safeguarded whether information is written, printed, spoken, or in electronic form, and its sharing should be limited to the minimum amount necessary for each person to do their job.

Any suspicion of a breach of the security of confidential information should be reported immediately to the Director of Interim Housing.

The Shelter team is responsible for complying with all privacy-related training and ensuring the safekeeping of potentially protected information in the system.

## **COVID-19 GUIDELINES**

Participants must be able and agree to meet COVID-19 guidelines.

These may include:

- Staying three feet apart from others.
- Participating in COVID-19 screening upon checking-in.
- Participating (voluntarily) in shelter-wide testing events.
- Washing hands often with soap and water for at least 20 seconds, or using hand sanitizer, specifically when entering shelter, before eating, after going to the bathroom, after blowing their nose, coughing, or sneezing, and before and after touching face or masks.
- Following other COVID-19 prevention guidelines as outlined by Alameda County Health Department.



## **INTAKE**

The Shelter team engages new participants by collecting general information during the intake process, which involves several vital steps. Upon arrival at the site, participants are asked to complete intake paperwork for enrollment into the shelter. Information captured from the intake will be updated into HMIS system.

Intake packet includes:

- Participant demographics
- Shelter Participant Agreement, which asks participants to confirm their receipt and understanding of shelter rules.
- Release of Information
  - The Coordinated Outreach Team Release of Information
- Grievance Process
- Special dietary requirements (if relevant)

## **PRELIMINARY HEALTH SCREENING**

At the time of intake, participants will be screened for COVID-19 symptoms and have their temperature checked.

COVID-19 health screening checklist:

1. Have you experienced any of the following symptoms in the past 14 days?
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea



2. Have you been in close contact with a confirmed or suspected case of COVID-19 in the past 14 days?
  - a. Close contact is defined as being within 6 feet of a person with COVID-19 for a cumulative total of 15 minutes or more over a 24-hour period.
3. Have you traveled outside of the state within the past 14 days?
  - a. If yes, have participant take a provided COVID test.
4. Have you been advised by a healthcare professional to self-isolate or quarantine in the past 14 days?
  - a. This could be due to potential exposure or confirmed infection.
5. Have you tested positive for COVID-19 in the past 14 days?
  - a. If yes, have you completed the recommended isolation period?

#### What to Do If a Participants Exhibits COVID-19 Symptoms

If a participant is identified with fever or any symptom above and has confirmed COVID-19 infection; or is an identified Close Contact to someone with COVID-19:

- Identify a space where the participant may be isolated from others.
- Immediately provide a mask to the participants and isolate them from other participants.
- If this is a medical emergency or the participant has trouble breathing, persistent pain or pressure in the chest, new confusion, or blue lips/face, call 911 for further evaluation.
- Notify the director immediately.

#### MEALS

- Dedicated volunteers from the faith community will provide complimentary meals (dinner and breakfast) for participants.
- Volunteers will be coordinated through Christ Episcopal Church.
- We will request that the meals served are healthy and well-balanced to support the well-being of all participants.



## **MEGAN'S LAW SCREENING**

- Upon arrival, participants will be informed about the Megan's Law screening process. Staff members will explain the purpose of the screening and its importance in maintaining a safe environment.
- Staff members will use the California Sex Offender Registry website to perform the screening. They will enter the participant's name and location as required by the registry. <https://www.meganslaw.ca.gov/>
- Shelter staff members will review the screening results and assess any potential safety concerns. If a registered sex offender is identified, staff will notify the Director of Interim Housing.

## **COMMUNITY EXPECTATIONS**

The following Community Expectations apply to everyone on site – participants and staff alike.

1. We will treat everyone on site with respect, civility, and dignity.
2. When in common areas, we will respect everyone's personal space and belongings.
3. We will participate in wellness checks and health screenings.
4. We will not invite or accept any visitors.
5. We will respect the quiet hours between 10:00 PM and 7:00 AM and will not enter or leave the site during those hours unless authorized by staff.
6. Any animals we bring on site will be always under our direct control.
7. We will smoke and relieve animals only in designated areas.
8. We will respect the property and keep it in good condition.
9. We will never threaten violence toward another person, commit an act of violence, or keep any weapons on site.
10. We will respect the drug-free environment.

## **PROGRESSIVE RESPONSE TO SHELTER NON-COMPLIANCE**



First Rule Violation: Verbal Warning

Second Rule Violation: Written violation

Third Rule Violation: Final written violation

Fourth Rule Violation: Denial of Services

## **SAFETY AND SECURITY**

- ECS shelter team will always be present onsite.
- All PARTICIPANTS must check in and out when they leave the site for any reason other than going out for a smoke break.
- Team safety duties include, but are not limited to, the following:
  - Wand participants upon entry to the site.
  - Check and tag weapons upon intake; return weapons upon discharge.
  - Deny entry to unauthorized people and weapons.
  - Make rounds to check doors and other access points are secure.
  - Supervise participants as they move throughout the site.
  - Call 911 if any participant, staff, or vendor is in danger or in need of immediate medical assistance and interface with emergency services staff.

## **NARCAN**

- It is a life-saving medication that can rapidly reverse opioid overdose.
- Nasal Narcan will be easily accessible on site.
- As needed, Narcan training will be provided to participants by ECS staff members.

### **Narcan and Overdose Protocol**

If a participant reports an overdose to staff:

- Instruct the participant to administer nasal Narcan available, if they haven't done so already, and follow chain of command to alert designated leadership of a medical emergency.
- Confirm 911 has been called or medical staff has been alerted.
- Staff are not obligated to respond to medical emergencies, only to alert designated staff, but if staff choose to respond:
  - Wash your hands and wear appropriate PPE, if possible.
  - If a participant is not responsive and not breathing, assume you are responding to an opioid overdose. If someone is not breathing, they will be unconscious, their skin color will be a blue-gray or an ashen gray, with blue, purple, or gray lips. They may be making a deep, irregular snore-gurgle sound.
  - Verbally and physically stimulate them: Yell their name, administer sternum rub or hard pinch/twist on arm.
  - Administer the first dose of nasal Narcan by putting the device all the way up a person's nostril. Naloxone will begin to work in 2 - 3 minutes, so a dose should be administered once every 2 minutes to give the naloxone time to work. Have a staff member or participant keep time, if possible.
  - Begin rescue breathing. Opioid overdose is a respiratory emergency, not necessarily a cardiac emergency, so prioritize rescue breathing, as chest compressions aren't necessarily helpful. If available, use ambu-bag to avoid mouth-to-mouth contact, or at least a breathing shield. Try and get the person lying flat on their back. Open their mouth, pinch their nose closed, put your mouth over theirs and form a seal. Provide one breath every five seconds. Make sure the chest rises with each breath.
  - Continue administering one dose of nasal Narcan every two minutes and providing rescue breathing until the person begins to respond, or EMS arrives on scene.
- EMS will assess the patient and either transport them to the hospital, or the patient will refuse transport if they are responsive and breathing again. If a patient denies transport, they should be monitored by staff or friends to observe for re-sedation for at least 90minutes. Agency and staff are not liable if a patient refuses transport or leaves the scene.
- Follow Critical Incident Report protocol, and ensure staff and participants debrief and receive support after the incident.



## **NO WEAPONS**

- Participants may not possess weapons on site.
- Firearms are not allowed onsite and will not be stored. Participants must turn in any firearms to the site supervisor, who will send them immediately to the Alameda Police Department.
- Aside from firearms, participants must turn in all weapons they possess at intake and every time they enter a site with the site supervisor, who will store those weapons in a safe and secure lockbox. Such weapons will only be returned when participants end of their stay in the program.
- Belongings that might be used as weapons, such as tent poles, chains, large bike locks, etc., may need to be checked in with the supervisor at intake. Such items will be returned when participants end of their stay in the program.
- If a participant's weapon is deemed a tool necessary for their employment (examples include a knife for culinary work or hammers and other tools for construction), that weapon can be checked in and out for employment. Proof of employment is required. Refusing to check a weapon and/or having an unchecked onsite will result in the participant being denied service.

## **REMOVAL OF PROPERTY**

Participants must retrieve their personal belongings when they end their stay at the shelter. Any property that remains onsite after the participant exits will not be stored beyond 3 business days.

## **DATA AND REPORTING**

ECS manages the day-to-day operations of the shelter. Up to date, complete and accurate records are maintained of each participant. ECS will provide weekly attendance reports to the City of Alameda.

## **REPORTING ABUSE AND SELF-NEGLECT**

When abuse or self-neglect is suspected, staff should contact Adult Protective Services (APS). APS responds to reports of abuse and self-neglect involving older adults and adults with disabilities via its 24-hour hotline: (800) 814-0009.

When suspected abuse involves minors ages 0-17, staff must report to or consult with Family and Children's Services (FCS) by calling the 24-hour hotline any day of the week: (800) 856-5553. Anyone can make a confidential report of suspected child abuse,





neglect, or exploitation. Be prepared to provide the child's name, address, approximate age, and situation.

## **PRIVACY**

Any information shared between ECS and other service providers/partners about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable privacy requirements. ECS shall take all appropriate measures to protect and maintain the confidentiality of personally identifying information about participants, as well as the site name and address, and any other confidential information about the program.

## **MEDIA POLICY**

The privacy and health of our participants is our highest priority. To protect participants' privacy, and to minimize disruption of shelter services please note Media ARE NOT allowed on site.

Taking photos of the participants is prohibited.

## **PERSONNEL ANNUAL REQUIRED TRAINING**

Annual all-personnel mandatory training:

- Hand washing requirements and other communicable disease prevention
- Proper food handling and storage
- Emergency procedures in case of disaster, fire, or other urgent health or safety risk, including but not limited to CPR requirements.
- Safe and appropriate intervention with violent or aggressive shelter clients, including training on the harm reduction model in dealing with substance abuse
- Safe and appropriate interaction with shelter clients who suffer from mental illness or substance abuse
- On-the-job burn-out prevention
- Requirements under the ADA, in collaboration with the Mayor's Office on Disability and the City Attorney's Office
- Policies and procedures explained in shelter training manuals
- Cultural humility, including sensitivity training regarding homelessness, the lesbian, bisexual, gay, and transgender communities, people with visible and invisible disabilities, youth, women, and trauma victims.



## **PROFESSIONAL DEVELOPMENT**

- De-escalation and safety
  - To equip individuals with the knowledge and skills necessary to handle challenging situations effectively and maintain a safe environment.
- Participant engagement
  - To enhance the interaction and involvement of the participants.
- Professionalism
  - It is a set of behaviors, attitudes, and qualities that reflect a high standard of conduct at the workplace. It is the cornerstone of our success and effectiveness in providing shelter services.
- Ethics
  - Plays a vital role in fostering a culture of integrity, trust, and accountability within shelter environments. It equips employees with the knowledge and tools needed to navigate complex ethical situations and make decisions that align with the highest standards of conduct.
- Housing First
  - Represents a significant shift in the approach to addressing homelessness, focusing on providing immediate, unconditional housing as the first step towards stability and recovery.
  - The evidence supporting the effectiveness of the Housing First model is substantial. Studies have shown that providing stable housing as a first step leads to improved health outcomes, reduced use of emergency services, and overall cost savings compared to traditional models of addressing homelessness.
- Harm-reduction
  - It is an evidence-based approach that aims to enhance the health, safety, and quality of life of participants who engage in risky behaviors, with a focus on dignity and respect for their autonomy. It acknowledges that change is a process and empowers participants to make decisions that best suit their own well-being.



- Trauma-informed care
  - It is an evidence-based approach that aims to create environments that foster healing, empowerment, and resilience for participants who have experienced trauma. It recognizes the profound impact of trauma on a participant's well-being and emphasizes a compassionate and understanding approach in all interactions.
  
- Cultural competency
  - It is essential for creating inclusive and welcoming shelter environments in diverse settings. It enables participants to navigate cultural differences with respect, empathy, and effectiveness.
  
- Health
  - It equips participants with the knowledge and skills needed to make informed decisions about their health, adopt healthy behaviors, and take proactive steps towards maintaining overall well-being. It empowers participants to lead healthier, more fulfilling lives.
  
- Overdose prevention
  - It is a critical component of efforts to reduce opioid-related harm and save lives. It empowers individuals to take immediate action in the event of an overdose, potentially preventing a tragic outcome.
  
- Respect for participants and fellow staff
  - To cultivate a culture of respect, empathy, and professionalism within shelter environments. It empowers staff members to interact with participants and fellow staff members in a manner that promotes trust, collaboration, and a positive working environment.
  
- Mental health and substance abuse issues
  - equips individuals with the knowledge, skills, and compassion needed to provide effective support and intervention for individuals dealing with mental health and substance abuse issues.



## EMERGENCY PROTOCOLS

### During The Earthquake

- DROP, COVER AND HOLD ON!
- Move only a few steps to a nearby safe place.
- Stay indoors until the shaking stops and it is safe to exit.
- Stay away from windows.
- Expect that fire alarm and sprinklers may go off.
- If you are outdoors, get clear of buildings, trees and power lines. Drop to the ground.

### After The Earthquake

- Check for injuries of self and others.
- Extinguish small fires and eliminate fire hazards.
- Turn off gas if:
  - You smell gas or suspect leaking (remember only a professional can turn it back on)
  - If water heater or other gas appliance has been knocked over and/or pulled free from the wall connection
  - Suspect gas lines have been damaged, i.e., significant property damage like large cracks in the wall or floor.
- Warning – if you smell gas, DO NOT turn on or off any switches or use an open flame such as a candle.
- Do NOT check for gas leaks in a damaged building.
- Be aware of aftershocks which could cause further damage and follow the same safety steps for earthquakes.
- Only a professional is permitted to turn the gas back on and re-light the pilot.

### PSYCHIATRIC EMERGENCY

1. Immediately assess the situation if a participant is presenting with mental health symptoms.



2. If a participant can maintain in the shelter, team members are to conduct frequent wellness checks.
3. Participants are to be monitored carefully by the shelter team until psychiatric symptoms have subsided.
4. If a participant is unable to maintain in the shelter and becomes more symptomatic, the shelter team will call the Crisis Hotline or 911 for a mental health assessment.
5. The shelter team must contact the On-Call director for mental health emergencies.

#### MEDICAL EMERGENCY

1. Assess for signs of medical emergency.
2. If a participant has injured her/himself (including overdosing), administer first-aid / CPR/NARCAN to restore breathing or stop bleeding and call 911.
3. The shelter team must use latex gloves when providing first aid and should wear a protective mask when possible.
4. If needed, call 911.
5. Contact the On-Call director with any medical emergency.

#### DIABETIC EMERGENCY

- ASK "Have you eaten today?" and "Have you taken your medication today?"
  - Someone who has eaten but not taken medication may be in diabetic coma (too much sugar).
  - Someone who has not eaten but taken medication may be having an insulin shock (too little sugar).
- Insulin Shock: Provide quick acting sugar like fruit juice, candy, or soda. Give extra snacks of carbohydrates and proteins.
- Diabetic Coma: Call 911 immediately



**EMERGENCY PHONE NUMBERS**

**CRISIS**

- 1. Alameda Mobile Crisis Team (510) 891-5600
  - a. Alameda Non-Emergency (510) 337-8340
- 2. Adult/Elder Abuse (510) 577-1900
  - a. Long-Term Care Ombudsman (510) 638-6878
- 3. Child Abuse Hotline (510) 259-1800
- 4. Crisis Support Service of Alameda County (24/7) (800) 309-2131
- 5. ACCESS Crisis/Referral Response (800) 491-9099
- 6. Poison Control (800) 876-4766
- 7. Sexual Assault Hotline (510) 437-4688
- 8. Suicide Prevention Hotline (800) 309-2131

**HOSPITALS / STABILIZATION**

- 1. Alameda Hospital (510) 522-3700
- 2. Alta Bates Summit Medical Center (510) 204-4444
  - a. Psychiatric Intake (510) 204-4405
  - b. Emergency Room (510) 204-1304
- 3. Eden Medical Center (510) 537-1234
  - a. Psychiatric Intake (510) 727-2700 x 5575
- 4. John George Psychiatric Pavilion (ER) (510) 346-1420 or 1421
  - a. Administration (510) 346-1300
  - b. Patient Information (510) 346-7500
- 5. Alameda Police - Non-Emergency (510) 337-8340
- 6. Berkeley Police – Non Emergency (510) 981-5900
- 7. Oakland Police – Non Emergency (510) 777-3333
- 8. Alcoholics Anonymous Hotline (510) 839-8900

**The CARE Team provides support for non-criminal mental health crises. For assistance, call (510) 337-8340.**



## APPENDICES



## APPENDIX A

### Code of Conduct

Episcopal Community Services (ECS) - Interim Housing Department - aims to provide our participants with the highest possible standard of service. In order to achieve this, Interim employees, participants, volunteers, and visitors providing and receiving services from Interim Housing are required to comply with the following standards of conduct.

These agreements apply to interim employees, participants, volunteers, and visitors.

- Abusive verbal and body language to interim employees, participants, volunteers, and anyone else on site is prohibited. This includes discourtesy, rudeness, and disruptive behavior.
- Solicitation for and acceptance of gifts or gratuities for personal benefit by interim employees, participants, volunteers, visitors are prohibited.
- Possession or use of illegal drugs on any Interim Sites is prohibited.
- Bringing unauthorized materials such as firearms, weapons, or similar items onto the site is prohibited.
- Visual, physical, sexual, verbal, or written harassment is prohibited.
- Destruction of property belonging to another is prohibited.
- Actual or threatened violence toward anyone on at interim sites or involvement with a person who would present such a threat is prohibited.
- Conduct endangering the life, safety, health, or well-being of others is prohibited, even if the person did not intend to endanger anyone.

Any violation of these agreements can result in a removal from the department.

I have read and understand the Interim **Code of Conduct**. I agree to abide by the rules described above and understand that I may be removed from any involvement with the agency if I violate the rules.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**APPENDIX B**

**PARTICIPANT INTAKE FORM**

**CONFIDENTIAL CLIENT INFORMATION**

**PROGRAM PLACEMENT**

Facility Name: \_\_\_\_\_ Room/Bed assigned: \_\_\_\_\_ Referral Source: \_\_\_\_\_

**PARTICIPANT INFORMATION**

Participant Name: \_\_\_\_\_ Admission Date: \_\_\_\_\_

Nickname/Alias: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_

Gender: \_\_\_\_\_ Preferred Pronouns: \_\_\_\_\_ Preferred Language: \_\_\_\_\_

Mail address: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email address: \_\_\_\_\_ Veteran Status: \_\_\_\_\_

Any Known Allergies: \_\_\_\_\_ ADA or Accessibility need: \_\_\_\_\_

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**EMERGENCY CONTACT**

Emergency Contact Person Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Contact Information: \_\_\_\_\_ Any restrictions: \_\_\_\_\_

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**MEGAN LAW SCREENING**

- <https://www.meganslaw.ca.gov/>
- Staff members will use the California Sex Offender Registry website to perform the screening.
- Enter the participant's name and location as required by the registry.

Screen completed by: \_\_\_\_\_ Date: \_\_\_\_\_



## DEMOGRAPHICS FORM

## APPENDIX C

1. Age: What is your age?
  - a. 18-29
  - b. 30-39
  - c. 40-49
  - d. 50-59
  - e. 59 or older
  
2. Ethnicity (or Race): Please specify your ethnicity:
  - a. Hispanics of any race
  - b. American Indian, Alaska Native, or Indigenous
  - c. Asian
  - d. Black or African American
  - e. Native Hawaiian or Other Pacific Islander
  - f. White
  - g. Other (please specify)
  - h. Prefer not to answer
  
3. Gender: What is your gender?
  - a. Male
  - b. Female
  - c. Transgender
  - d. Other
  - e. Prefer not to answer
  
4. Sexual Orientation
  - a. Bisexual
  - b. Gay



- c. Lesbian
  - d. Straight/Heterosexual
  - e. Queer
  - f. Prefer not to answer
5. Marital Status: What is your marital status?
- a. Single
  - b. Married
  - c. Divorced
  - d. Widowed
  - e. Prefer not to answer



**EMERGENCY INFORMATION FORM**

**APPENDIX D**

PLEASE PRINT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Facility: \_\_\_\_\_

Bed/Room # \_\_\_\_\_

**PERSON(S) TO CONTACT OR NOTIFY IN CASE OF AN EMERGENCY OR DEATH**

1. Name: \_\_\_\_\_ Relationship status: \_\_\_\_\_

Contact number: \_\_\_\_\_ Address: \_\_\_\_\_

Any special request or restriction: \_\_\_\_\_

2. Name: \_\_\_\_\_ Relationship status: \_\_\_\_\_

Contact number: \_\_\_\_\_ Address: \_\_\_\_\_

Any special request or restriction: \_\_\_\_\_

This is to verify that in case of an emergency, the person(s) listed above will be the emergency contact to notify when such an incident has occurred. I also give my consent to release all of my belongings to the above person(s) if in the case of death. Verification of termination must be provided by a Legal Coroner from city/county in which the emergency incident took place and/or place of death.

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX E**

**AUTHORIZATION TO RELEASE OR OBTAIN CONFIDENTIAL INFORMATION**

POLICY AND OPERATIONS MANUAL

THIS AUTHORIZATION ALLOWS THE AGENCIES LISTED HEREIN TO COORDINATE CARE TO BETTER SERVE YOU AND TO EVALUATE THE EFFECTIVENESS OF SERVICES BEING PROVIDED

Individual's Name		Date of Authorization	___/___/___
Date of Birth	___/___/___	Date of Expiration	___/___/___

I authorize staff of the Episcopal Community Services, (ECS) Interim Housing staff to disclose and receive confidential information about me for the purposes of successfully meeting my individual service plan needs, securing stable housing for me, and linking me to public benefits, social services, and health services.

Information shared about me may include the following:

- Information gathering through intake and assessment activities, including but not limited to homeless history, public benefits history, and eligibility information
- Service referral information and services I have used, including housing placement information

Other information about me may be shared between the organizations listed on this release, like healthcare services I have used or my criminal history, but I understand that I will not personally be identified, and information will only be shared in the aggregate.

In order to participate in this voluntary program, I **understand and agree to** the following:

1. Authorizing the disclosure of my information is voluntary. I may refuse to sign this authorization.
2. I may cancel this authorization at any time by notifying an ECS Interim Housing staff member. I also understand that when I give or cancel my consent, it is effective from the date forward, and not retroactive.
3. I understand that the parties designated within this agreement may further disclose information between themselves to improve the care I receive without my authorization. The recipients will not use or disclose this information to any parties not identified by this authorization unless another authorization is obtained from me.
4. I have a right to receive a copy of this authorization.
5. Unless I revoke this authorization, my authorization will expire after 1 year.
6. Interim Housing staff may share information that I provide with staff at any or all the following agencies as needed to fulfill the purposes of this authorization:



Community-Based Agencies	City and County of Alameda Departments
<ul style="list-style-type: none"> <li>Episcopal Community Services</li> </ul>	<ul style="list-style-type: none"> <li>Department of Public Health, including the following divisions: Behavioral Health Access Center.</li> <li>Animal Care and Control</li> <li>Community Assessment and Services Center (CASC)</li> <li>Office of the Controller’s City Services Auditor- City Performance Unit</li> <li>Veteran’s Affairs</li> </ul>

7. Other service providers not listed above may be listed below to provide needs identified in my individual service plan or at my request. I understand that these service providers are a part of my service team and ECS Interim Housing staff may share information that I provide with staff at any or all of the following agencies as needed to fulfill the purposes of this authorization:

Service Provider(s)	Client initials
Emergency Contact person(s)	_____

Client Signature	Date



**APPENDIX F**

**SHELTER PARTICIPANT AGREEMENT**

**PARTICIPANT INFORMATION**

First Name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last Name: \_\_\_\_\_

DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Phone: \_\_\_\_\_ Date of Service: \_\_\_\_/\_\_\_\_/\_\_\_\_

This Participant Agreement (Agreement), which covers shelter terms and requirements for participants of the Alameda Homeless Warming Shelter, managed by Episcopal Community Services (ECS). Please read each statement. Your signature at the end will indicate that you understand and agree with the entire agreement.

This Agreement intends to ensure that you fully understand the shelter’s rules and your responsibilities as a participant at the shelter. It is important that you understand you are a participant of ECS’s shelter, and not a tenant. You are not signing a lease, ECS is not your landlord, and residency at the Shelter will at no time confer with tenancy rights.

The Shelter is a safe, warm, and supportive haven for up to 25 adult individuals, age 18 and above, facing homelessness during the harsh winter months on a "first come, first served" basis. This Participant Agreement outlines the guidelines that you will need to follow to receive and stay at the shelter.

It is important that you read and understand each rule and expectation below. By initialing each item below in the spaces provided, you acknowledge that you understand and agree with the rule or expectation.

**SHELTER RULES AND EXPECTATIONS**

- **PROGRAM TERM:** The program term is based on each participant’s individual circumstances. I will follow all requirements, rules, treatment, and legal mandates of the program. I will speak with my ECS staff members if I have any questions about the shelter services. \_\_\_\_\_ (initial)
- **HOUSING STATUS:** I understand that I am a participant. This shelter is not permanent housing. As a participant, I do not pay for housing and do not have tenants’ rights. \_\_\_\_\_ (initial)
- **RULES:** To remain in the shelter, I must follow all rules and cooperate with other participants and staff. \_\_\_\_\_ (initial)



- **PERSONAL PROPERTY:** I am NOT allowed to bring more than two medium-sized bags, and I cannot bring any furniture on the premises. \_\_\_\_\_ (initial)
- **VISITORS:** I understand that I cannot have any VISITORS on the premises at any time. \_\_\_\_\_ (initial)
- **CURFEW:** I need to adhere to the curfew from 10 PM to 7 AM. \_\_\_\_\_ (initial)
- **WALK-THROUGH:** I understand that Shelter staff will conduct regular walk-throughs of my sleeping area, to ensure that my sleeping area is kept in a satisfactory condition. Staff may conduct property inspections at any time. \_\_\_\_\_ (initial)
- **DRUG AND ALCOHOL USE/POSESSION:** The shelter is a drug and alcohol-free environment. The possession or use of any drugs, alcohol, marijuana, mood altering chemicals, spice, drug paraphernalia or medication that is NOT prescribed to you will result in interventions which may include loss in program privileges, modifications to reentry plan and placement into detox or another temporary program, as determined by staff. Drug sales will lead to immediate termination. \_\_\_\_\_ (initial)
- **PROHIBITED BEHAVIOR:** Threats or acts of violence, sexual contact or relationships, theft of any property, and the enabling of others in such behaviors are strictly prohibited. Any threats or physical violence toward staff or participants may result in legal action and immediate denial of service. Possession of any weapon or potential weapon is not allowed. Gambling, borrowing/buying/selling items/belongings between participants and/or staff is not permitted. I understand that these behaviors are not allowed at any time. \_\_\_\_\_ (initial)
- **BUILDING DAMAGE:** If I cause any damage, I understand that I may have to vacate the shelter and may be required to pay for damages. It is my duty to report any damage or hazards (leaks, electrical problems, broken windows, etc.) to staff immediately. \_\_\_\_\_ (initial)
- **SMOKING:** Smoking is permitted only in designated smoking areas and not allowed in the building or within 20 feet of the entrance. \_\_\_\_\_ (initial)
- **NON-COMPLIANT BEHAVIOR:** I understand that I may be asked to leave the program for the following reasons:





- Violence/Threats of Violence: Violence or threats of violence are prohibited on the premises or within 200 feet of the shelter site. Any participant who engages in violence or threats of violence may be subject to immediate denial of service. \_\_\_\_\_ (initial)
- Weapons: Participants may not have weapons onsite. \_\_\_\_\_ (initial)
- Property Destruction/Fire Damage and Arson: Destructive acts against property that pose an immediate threat to the health and safety of others. Participants should not engage in activities that might result in a fire starting onsite. Lighting candles and smoking indoors are not permitted. Starting a fire is grounds for an immediate denial of service and participants found responsible for property destruction may face legal repercussions. \_\_\_\_\_ (initial)
- Theft or other illegal activity on site. ECS is not responsible for lost, stolen, or damaged belongings. We want to protect you and others from possible theft. Electronic equipment such as computers, laptops, tablets, and TVs are not appropriate for our shelters. It is your responsibility to ensure that your belongings are always safe from theft. \_\_\_\_\_ (initial)
- Threat to Health Safety: Disruptive behavior that is continuous and presents a clear risk to the health and safety of others. \_\_\_\_\_ (initial)
- If I commit an act of violence (e.g., sexual assault, physical harm, etc.) against other participants, tenants, and any Program staff. \_\_\_\_\_ (initial)

I certify that I have read and understand the Alameda Homeless Warming Shelter’s Participant Agreement and agree to abide by its terms. I agree that any violation of these terms will subject me (upon the discretion of the Director of Interim Housing) to denial of services.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX G**

# **PARTICIPANT PROPERTY TAG**

It is the responsibility of the ECS to ensure secure storage of property left behind by PARTICIPANTS who have exited the shelter.

PARTICIPANT NAME: \_\_\_\_\_ ROOM/Bed #: \_\_\_\_\_

DATE OF EXIT: \_\_\_\_\_

Three (3) BUSINESS DAYS FROM DATE OF EXIT: \_\_\_\_\_

TOTAL BAGS LEFT BEHIND: \_\_\_\_\_

("Business days" are defined as Monday through Friday, excluding holidays.)

BAG \_\_\_\_\_ OF TOTAL BAGS \_\_\_\_\_

DATE THE PROPERTY CAN BE DISPOSED: \_\_\_\_\_

Staff: \_\_\_\_\_

Staff #2: \_\_\_\_\_





## APPENDIX I

### Shift Lead Checklist

- Confirm access to the Shelter's keys/lock combinations.
- Ensure all ECS staff wear their name tag.
- Ensure all needed supplies are accessible.
- Facilitate briefing for all ECS staff on duty, plan the shift including breaks, all new staff review and sign "**Statement of Understanding**" and "**Code of Conduct**" forms.
- Make the Shelter's schedule available to the participants.
- Write staff on shift on white board.
- Receive meal delivery from the faith community.
- Ensure breakfasts are refrigerated overnight.
  - Ensure Night Shift knows breakfast location and plan.
- ONLY ECS team members may enter the kitchen area, no participants are permitted.
- Ensure all doors are locked upon the exit.
- Inspect the facility to ensure all shelter participants have left the building.
- Ensure all rooms, including bathrooms, are inspected.
- The lead is responsible for reviewing and signing staff's timesheets.
  - Ensure staff properly recorded hours to avoid timecard fraud and violations.
  - Consult with the Director to approve overtime.
- Complete Shift Log.

### Shelter Set-up

- ☐ Set up Intake station (Guest Sign-in Sheet, Intake packet)



- Set up snack area
  - Move all food/snack items to the kitchen
  - Organize packaged snacks and bottled water
- Set up charging area
- Set up covid testing station
  - Post bathroom covid isolation signs in the designated bathroom
- Set up/space out mats
- Place one blanket, sleeping bag, and hygiene kit at each mat
- Assemble hygiene kits, if needed (one toothbrush, one mini toothpaste, deodorant)
- Ensure important items are accounted for:
  - Shelter Staff binder
  - Gas cards and sign-out sheet

### **Shift Clean-Up**

- Staff clean up, organize supplies/pack up
- Ensure all trash cans are empty and have bags/liners
- Cleaning as needed (kitchen, surfaces, bathroom)
- Ensure no safety hazards in bathrooms, such as water on floor.

### **Daily Schedule**

#### ➤ **PM Schedule**

**5:00 pm** Staff arrive at the site and start set up.

**6:00 pm** Welcome participants/Intake process starts.

- **Under no circumstances should guests not be monitored by staff**

**7:00 pm** Dinner/ Provide a warm dinner meal for each participant.

- Ensure extra dinners are refrigerated or distributed out.



**8:00 pm** Dinner Clean-up

- Clean kitchen surfaces, inside fridge and microwave

**9:00 pm** Intake process concluded.

Staff fold up all mats that are not in use, put unused blankets back in storage area, and put unused hygiene kits back in hygiene supplies bin

**10:00 to 12:00 am** Quiet/Guests are resting.

**11:30am-12:00am** Shift exchange

➤ **AM Schedule**

**12:00 am to 6:00 am** Quiet/Guests are resting.

**6:00 am** – Wake up Guests.

**6:30 am** – Distribute Breakfast

**7:00 am** – Transportation to the day program/ all guests have left the building.

**7:00-8:00 am** – Cleaning, organizing, and store supplies.

***If any clarification is needed, please contact the Director of Interim Housing***



**APPENDIX J**

**LEAD CHECKLIST**

<b>FACILITY:</b>	<b>DATE:</b>	<b>SHIFT:</b>
<b>Supervisor On-Duty</b>		
<b>Staff On-Duty</b>		

<b>GUEST INFORMATION</b>	
<b>Census/Total</b>	
<b>Women</b>	
<b>Men</b>	
<b>Families</b>	
<b>Pets</b>	

<b>STAFF NAME</b>	<b>EXPECTED MEAL BREAK TIME</b>	<b>ACTUAL TIME OF BREAK</b>

<b>INCIDENT REPORTS</b>	
<b># Of reports</b>	
<b>Report from completed?</b>	
<b>911 called?</b>	

ECS provides and affords all hourly employees who work more than five hours in a workday with an uninterrupted, duty-free, 30-minute meal period. This meal period is to begin no later than the end of the fifth hour of work. ECS also provides and affords a second uninterrupted, duty-free, 30-minute meal period if an employee works more than 10 hours in a workday. This second meal period is to begin no later than the end of the 10th hour of work. Meal periods may not combine with breaks, and they may not be skipped to shorten the workday.

**HOURLY OBSERVATION**

<b>Time</b>	<b>DESCRIPTION</b>	<b>Staff Initials</b>
-------------	--------------------	-----------------------




**Supervisor**

**Date:**







## APPENDIX L

### Verbal Warning

Date: \_\_\_\_\_

Dear \_\_\_\_\_,

This is a verbal warning regarding \_\_\_\_\_ that have been observed during your stay at the Alameda Homeless Warming Shelter. We prioritize the safety and well-being of all participants, and it is essential that everyone follows the guidelines and rules set forth for the shelter's operation.

Please take this warning seriously and make the necessary adjustments to your behavior to maintain a safe and comfortable environment for everyone.

If you have any questions or concerns, please feel free to contact our staff.

Thank you for your cooperation.

Sincerely,

\_\_\_\_\_



## APPENDIX M

### Written Warning

Date: \_\_\_\_\_

Dear \_\_\_\_\_,

This is to formally notify you that, despite the previous verbal warning on \_\_\_\_\_, \_\_\_\_\_ continue to be a concern during your stay at the Alameda Homeless Warming Shelter. It is essential for all participants to adhere to the established rules and guidelines to ensure a safe and welcoming environment.

This written warning serves as an official record of the concerns raised. Please take this notice seriously and make immediate changes to address the issues at hand.

If you have any questions or concerns, please do not hesitate to reach out to our staff.

Thank you for your attention to this matter.

Sincerely,

\_\_\_\_\_



## APPENDIX N

### Final Warning

Date: \_\_\_\_\_

Dear \_\_\_\_\_,

This is to inform you that despite the previous warnings issued on \_\_\_\_\_, \_\_\_\_\_ have not been addressed. This is a serious concern that significantly impacts the safety and well-being of our participants.

This serves as your final warning. Failure to rectify the issues mentioned above will result in a denial of services.

If you have any questions or concerns, please do not hesitate to reach out to our staff.

Thank you for your immediate attention to this matter.

Sincerely,

\_\_\_\_\_



**APPENDIX O**

**Notice of Denial of Service**

Date: \_\_\_\_\_

Dear \_\_\_\_\_,

We regret to inform you that, despite prior warnings and attempts to address concerns, \_\_\_\_\_ have not been resolved. This has led us to the difficult decision to deny further services at the Alameda Homeless Warming Shelter effective \_\_\_\_\_.

Please be advised that this action is taken into consideration for the safety and well-being of all participants and staff members. We understand the challenges you may be facing and encourage you to seek alternative resources and support.

Thank you for your understanding.

Sincerely,

\_\_\_\_\_

Alameda - Winter Shelter  
 Christ Episcopal Winter Shelter  
 FY25 Proposed Budget Draft  
 Dec 1, 2024 to March 31, 2025

**EXHIBIT B**

	Annual Full Time				
	Salary	FTE	FTE %	Rate	Total wages
Supervisors	\$ 73,310	2.80	0.37	\$ 35.25	\$ 76,946.40
Svs Coordinator/Janitor	\$ 61,404	2.80	0.37	\$ 29.52	\$ 64,449.84
Total Salaries before Fringe					\$ 141,396.24
Fringe Benefits (35%)					\$ 49,488.68
Total Salaries with Fringe					\$ 190,884.92
Insurance					\$ 2,791.38
Program/Client Supplies and Services					\$ 1,000.00
Laundry Expenses					\$ 1,500.00
Office Supplies					\$ 500.00
Telecommunications					\$ 200.00
Maintenance Supplies/Services					\$ 1,500.00
Total Expenses before ICR					\$ 199,376.31
Admin Costs (15%)					\$ 29,906.45
<b>Total Cost for Episcopal Community Services</b>					<b>\$ 229,282.75</b>
Cost per night to ECS			\$1,901.11		
<b>Christ Church Administrative Overhead</b>					<b>\$ 17,338.50</b>
<b>Total Program Expenses</b>					<b>\$ 246,621.25</b>
Available Funding					\$ 247,423.00
Christ Church In-Kind Expenses and Staffing					
	Admin				\$ 367.08
	Bedding				\$ 3,643.00
	Food				\$ 1,000.00
	Maintenance & Repairs				\$ 5,814.97
	Supplies				\$ 420.45
	Utilities				\$ 6,299.32
	Blanket Laundering				\$ 1,330.00
	Staffing				\$ 81,211.00
Total In-Kind					\$ 100,085.82

<b>City of Alameda Funding</b>	<b>\$ 173,385.00</b>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2024

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).

<b>PRODUCER</b> License # 0E77991 <b>ChurchWest Insurance Services (ACG)</b> 201 Cajon Street Redlands, CA 92373	<b>CONTACT NAME:</b> Kirsten Twichell <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> Kirsten@churchwest.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Brotherhood Mutual Insurance	<b>NAIC #</b> 13528
<b>INSURED</b>	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**Christ Episcopal Church in Alameda, CA**  
1700 Santa Clara  
Alameda, CA 94501

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			04M5A0494326	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			04M5A0494326	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			04M5A0494326	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
							\$	
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>General Liability</b>			04M5A0494326	12/1/2023	12/1/2024	<b>Professional Liab.</b>	1,000,000
A	<b>General Liability</b>			04M5A0494326	12/1/2023	12/1/2024	<b>Occurrence</b>	1,000,000

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

RE: Homeless Shelter program Located at St. Joseph Basilica, 1109 Chestnut Street Alameda, CA 94501.

Evidence of Insurance. Certificate to be reissued at renewal.

### CERTIFICATE HOLDER

### CANCELLATION

City of Alameda  
2263 Santa Clara  
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

This Liability Coverage Endorsement is subject to the **terms** of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage will apply to an **occurrence** and any **related loss**. This endorsement is attached to and made part of the policy.

**THIS INSURANCE ENDORSEMENT FORMS PART OF YOUR POLICY CONTRACT.  
PLEASE READ IT CAREFULLY.**

---

## **ADDITIONAL INSURED ENDORSEMENT ADDITIONAL CONDITION**

### **ADDITIONAL CONDITION**

The following additional condition is added to the Conditions section of the Liability and Medical Coverage Form (BGL-11):

**Additional Insureds:** With respect to any person or entity shown on the **declarations** as an Additional Insured or who is otherwise designated by the Named Insured and recognized by **us** as an Additional Insured, **we** will provide Principal Coverage L of the Commercial Liability Coverage Form (GL-100) to such Additional Insured (they will be considered an **insured** for Principal Coverage L), but only to the extent that such person or entity is legally liable for the acts of **you, your leader, your** employee, or **your appointed person**. Such coverage will be limited to that which is specifically provided by Principal Coverage L, and will be strictly subject to the **terms** of this policy. No coverage will apply to any independent acts, errors, or omissions of an Additional Insured.

### **OTHER PROVISIONS**

All other provisions of the applicable Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) remain unchanged.