

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 Rise Housing Solutions, a California corporation, whose address is 1990 N. California Blvd., Suite 20 PMB 1074, Walnut Creek, CA 94596 (“**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: Marketing plan development and implementation, waitlist creation and management, screening of applicants, qualifying prospective buyers, and performing all other tasks necessary to facilitate the closing of the Affordable Units. Provider was selected on a sole source basis because of limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations, or other valid reasons for waiving competitive bids.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Provider desire to enter into an agreement for marketing plan development and implementation, waitlist creation and management, screening of applicants, qualifying prospective buyers, and performing all other tasks necessary to facilitate the closing of the Affordable Units, 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 22nd day of May 2024, and shall terminate on the 30th day of June 2026, 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 7th 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. Compensation for this contract shall not exceed **\$180,000**. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

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.

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. 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 Indemnitees 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 (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

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

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



Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers’ Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

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

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
or	
Combined Single Limit:	\$2,000,000 each occurrence

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

(4) 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:

\$2,000,000 each claim

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

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

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

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSUREDS:

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions

or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall 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: Lisa Fitts
Ph: (510) 747-6890

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

Rise Housing Solutions
1990 N. California Blvd.
Suite 20 PMB 1075
Walnut Creek, CA 94596
ATTENTION: Matt Warner / President
Ph: (415) 301-5448

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

City of Alameda
Housing and Human Services
950 W. Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Danielle Sullivan
Email: dsullivan@alamedaca.gov

18. SAFETY:

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

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all

incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

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

21. HEALTH AND SAFETY REQUIREMENTS.

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

22. 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.

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. 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.

27. 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.

28. 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.

29. 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.

30. 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.

32. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

This Agreement is subject to 24 C.F.R. 87 which prohibits the payment of Federal funds to any person for influencing or attempting to influence, any public officer or employee in connection with the award, making, entering into, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RISE HOUSING SOLUTIONS
a California corporation

DocuSigned by:

694AA501DD2C4FB...

Matt Warner
President & CFO

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager


RECOMMENDED FOR APPROVAL

DocuSigned by:

CF377C6EC7664C4...

Amy Wooldridge
Assistant City Manager

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

765D25E39B18464...

Len Aslanian
Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Over the term of this contract, Rise Housing shall perform the following activities to establish lottery lists for BMR homes that become available for sale in 2024 and 2025.

	Summary Description
Marketing Plan & Marketing Plan Implementation	<p>Create a phased, fair housing compliant marketing plan to include timeline, clear step-by-step marketing activities and application process for BMR units available for sale in Alameda in 2024 and 2025. Marketing collateral to be created and included in Marketing Plan. Marketing plan to be reviewed and approved by the City of Alameda.</p> <p>Create a clear dedicated website/webpage describing the BMR lottery process, eligibility requirements, anticipated BMR opportunities and FAQs. Market the BMR units each year in accordance with agreed upon marketing plan. Marketing to include posting on Rise Housing's website, marketing to City's interest list and to Alameda Unified School District, flyer distribution to local and regional non-profit housing providers. Market the Below Marketing lottery opportunity through e-blast to dedicated leads in Rise Housing's database. Advertise with local employers, including the Alameda School District.</p>
Waitlist Creation and Management	<p>Answer all calls and emails from the public and provide the guidance required to complete the BMR application for lottery ranking. Prepare online application for each income category to be entered into lottery that will screen for initial eligibility and preference criteria based on stated information. Eligible applicants to receive a lottery number. Conduct a public lottery drawing for each income category to determine the ranking order for program eligibility and approval for BMR sales that year. Communicate lottery ranking results to all entrants. Lottery list to remain open for applicants to join after the initial lottery deadline on a first-come first-serve basis.</p>
Qualification of Purchasers	<p>Conduct a full application workshop customized to the BMR program and the anticipated homes with details on layouts and amenities, resale restrictions, available financing, and the Rise Housing application process. Process and underwrite selected applications from lottery ranking to determine if they meet eligibility requirements as set forth in the Marketing plan. Collect all required documents from the applicant. Upon confirmation of pre-approval letter from a lender, screen documents and information provided for income and program eligibility prior to contract execution. Prepare approval package for the City to obtain City approval to enter into contract. Provide a detailed report on each file in process to the City and developers, as requested.</p>
BMR Final Approval & Closing	<p>Track each application with lenders. Coordinate collection of required information from escrow and lender needed to receive final approval from the City and complete City documents including restrictions, notes, DOTs and escrow instructions. Draft BMR documents and route with instructions for signatures and notarizing at the City. Coordinate pickup and delivery of executed documents to title and track file through all stages of escrow to ensure conforming loan is secured and a timely close of escrow.</p>

**EXHIBIT B
FEE PROPOSAL**

Marketing & Sales of BMR homes in Alameda in 2024 and 2025

Key Assumptions

Number of BMR Homes for Sale

Estimated Number of Advertising Phase & Waitlists

Activities	Notes	Rates
Affirmative Marketing Plan & Implementation	(a)	\$5000 per lottery year
Waitlist Creation and Management	(b)	\$8000 per marketing phase
Qualification of Purchaser	(c)	\$3600 per home
BMR Final Approval & Closing	(d)	\$4000 per home

Total Contract Amount Not to Exceed \$180,000

Notes

- (a) Fee due upon marketing plan approval from the City of Alameda and marketing launch.
- (b) This fee is due upon lottery completion. A separate lottery will be conducted for each income band designation of homes, but there will only be one charge for all the lotteries within the same phase.
- (c) This fee will be charged once an applicant signs a purchase contract and deposit is received by escrow.
- (d) This fee is due upon close of escrow.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2024

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).

PRODUCER Bliss Sequoia Insurance P.O. Box 826 Salem OR 97308	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Hiscox Insurance Company Inc</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B: Progressive Insurance</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C: Twin City Fire</td> <td style="border: none; text-align: center;">29459</td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hiscox Insurance Company Inc		INSURER B: Progressive Insurance		INSURER C: Twin City Fire	29459	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Twin City Fire	29459														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Rise Housing Solutions, Inc. 1990 N California Blvd Suite 20 PMB 1074 Walnut Creek CA 94596															

COVERAGES **CERTIFICATE NUMBER:** 23-24 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MEO5314986.23	05/14/2023	05/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			01093863-0	05/14/2024	11/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TXS 001899-00	05/14/2023	05/14/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	52WECAL3CHM	04/14/2024	04/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			MEO5314986.23	05/14/2023	05/14/2024	Occ: \$1,000,000 Agg: \$3,000,000

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

Coverage for the operations of the Named Insured as provided by the above policy(ies).

DS
LE 4/11/2024

CERTIFICATE HOLDER *City of Alameda ATTN: Community Development Director 950 W. Mall Square Suite 205 Walnut Creek CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



NAMED INSURED **Rise Housing Solutions, Inc.**

POLICY NUMBER **FLY-CB-5ZXFWM0RL-002**

INSURED STATE **CA**

POLICY PERIOD **05/10/2023 (12:01 AM) to 05/10/2024 (12:01 AM)**
Insured Local Time

POLICY TERM **365 Days**

The Company and the insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

This is to certify; that the captioned policy includes the limits specified herein for Cyber Insurance Coverage.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the policy. This certificate is NOT an insurance contract and does not amend, extend or alter the coverage afforded by the policy listed herein. 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 policy described herein is subject to all the terms, exclusions and conditions of such policy which may substantially limit coverage.

In the event that for whatever reason, this policy is terminated prior to the termination date shown above, we are not obligated to and will not inform the certificate holder that the policy has terminated.

POLICY DETAILS

AGGREGATE LIMIT
\$2,000,000

EXPIRES ON
05/10/2024 (12:01 AM)
Insured Local Time

RETRO ACTIVE PERIOD
Full Prior Acts

COVERAGES

	0	2M
<input checked="" type="checkbox"/> Security Breach Expense	2M	
<input checked="" type="checkbox"/> Security Breach Liability	2M	
<input checked="" type="checkbox"/> Restoration of Electronic Data	2M	
<input checked="" type="checkbox"/> Extortion Threats	100K	
<input checked="" type="checkbox"/> Public Relations Expense	100K	
<input checked="" type="checkbox"/> Computer & Funds Transfer Fraud	2M	
<input checked="" type="checkbox"/> Business Income & Extra Expense Sublimit \$1M	1M	
<input checked="" type="checkbox"/> Social Engineering Limit \$250K Deductible \$10K	250K	
<input checked="" type="checkbox"/> Ransom Payments Limit \$1M	1M	
<input checked="" type="checkbox"/> Hardware Replacement Costs	50K	
<input checked="" type="checkbox"/> Telecommunications Fraud	50K	
<input checked="" type="checkbox"/> Post Breach Remediation Coverage	50K	
<input checked="" type="checkbox"/> Website Media Liability	1M	



RT Specialty
5410 E. High Street
Phoenix, AZ 85054
Geoffrey Volker
602-767-1250

Confirmation of Insurance

May 22, 2023

Huggins Insurance Services Inc - Salem

Attn: Allyson Nissley
235 Front Street Southeast, Suite 100 Salem, OR 97301

Insured: Rise Housing Solutions Inc
1990 N California Blvd Suite 20 PMB 1074
Walnut Creek, CA 94596

Policy #: TXS 0001899-00

Policy Period: 05/14/2023 12:01 AM To 05/14/2024 12:01 AM

Coverage: Excess Liability

Issuing Company: Trisura Specialty Insurance Company

CALIFORNIA SHORT RATE CANCELLATION PENALTY DISCLOSURE

Please be advised that if you request cancellation of your policy prior to the expiration, the policy may be cancelled at a rate less than pro rata.

Please refer to your policy for specific terms and conditions.



RT Specialty
5410 E. High Street
Phoenix, AZ 85054
Geoffrey Volker
602-767-1250

Confirmation of Insurance

May 22, 2023

Huggins Insurance Services Inc - Salem

Attn: Allyson Nissley
235 Front Street Southeast, Suite 100 Salem, OR 97301

Insured: Rise Housing Solutions Inc
1990 N California Blvd Suite 20 PMB 1074
Walnut Creek, CA 94596

Policy #: TXS 0001899-00
Policy Period: 05/14/2023 12:01 AM To 05/14/2024 12:01 AM
Coverage: Excess Liability

Issuing Company: Trisura Specialty Insurance Company

This is to confirm that we have procured coverage for the above captioned insured per your instructions, subject to all terms and conditions from the insurance carrier as attached:

Note :

Minimum earned premium may apply to this policy (see attached carrier binder for specifics). All fees are fully earned at inception.

Please review attached carrier binder for details regarding any additional premium charges, minimum, deposit, audit and/or cancellation provisions.

This insurance is subject to all terms and conditions of the cover note, certificate of insurance and/or policy which may be issued.

This Confirmation of Insurance shall be automatically terminated and voided by delivery of the cover note, certificate of insurance or policy to the insured or its representative.

Thank you for your business.

Regards,

Geoffrey Volker
Assistant Vice President
RT Specialty
geoff.volker@rtspecialty.com
602-767-1250



RT Specialty
 5410 E. High Street
 Phoenix, AZ 85054
 Geoffrey Volker
 602-767-1250

Confirmation of Insurance

Cost Summary

Excess Liability Premium	\$2,000.00
CA Surplus Lines Tax	\$67.50
CA Stamp Fee	\$4.05
Policy Fee	\$250.00
Carrier Policy Fee	\$250.00

Total Policy Cost **\$2,571.55**

Minimum Earned

Note: There may be a minimum earned on this policy. Please refer to the carrier binder for more details on the minimum earned percentage.

Agent Commission: 12.00%

Disclosures

In the process of reviewing and attempting to place insurance for your client, we may perform any number of tasks that may or may not include: the review and assessment of your application, losses and risk profile, communicating with various insurance carriers or their representatives, risk analysis, policy or coverage comparison, inspections, reviewing coverage terms offered, policy issuance and servicing of the policy post binding. We may charge a fee for these services in addition to any commission that may be payable to us by the Insurance Carrier with whom we bind your client's business.

Any fees charged are fully earned at inception of the policy and will not be returned unless required by applicable law. Fees may be applicable to any transaction requiring additional premium including audits and endorsements as well as new and renewal policies. All fees will be itemized separate from premium in our quotes. Insureds are under no obligation to purchase insurance proposed by us including a fee and insurance carriers are under no obligation to bind any insurance proposed in our Quotes. The fees we charge are not required by state law or the insurance carrier.

RT Specialty is a division of RSG Specialty, LLC. RSG Specialty, LLC is a Delaware limited liability company and a subsidiary of Ryan Specialty, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



RT Specialty
5410 E. High Street
Phoenix, AZ 85054
Geoffrey Volker
602-767-1250

Confirmation of Insurance

Conditions

- No flat cancellations are permitted
- 25% minimum premium earned at inception.

Remarks

ALL TERMS AND CONDITIONS OF THE CARRIER'S QUOTE APPLY.
ALL FEES ARE FULLY EARNED. 10% COMMISSION APPLIES TO ALL ADDITIONAL PREMIUM
AUDITS AND ENDORSEMENTS.

THE RT SPECIALTY QUOTE DOES NOT INCLUDE TERRORISM.



Date: May 19, 2023

Attention: **Geoff Volker**
RT Specialty

Subject: Binder

Insurance Company: Trisura Specialty Insurance Company (Non-admitted), rated A- IX by A.M. Best

Named Insured: Rise Housing Solutions, Inc.

Mailing Address: Walnut Creek, CA

Coverage: Excess Liability Occurrence

Effective Dates: 5/14/23-24

Policy Number: TXS 0001899-00

Limits: \$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

Premium:	Premium Excluding TRIPRA	\$2,000
	Premium for TRIPRA	\$REJECTED
	Premium Total	\$2,000

Rate: **Flat Charge**

- Premiums are Minimum and Deposit.
- Minimum Retained Premium: 25%

Policy Fee: \$250

Policy Forms: **Terms and Conditions**

Commercial Excess Liability Declarations Page
Forms & Endorsements Schedule
Excess Liability Coverage Form
Named Insured Endorsement
Exclusion- War Liability
Exclusion- Organic Pathogen
Exclusion- Access or Disclosure of Confidential or Personal Information
Exclusion- Silica or Related Dust
Exclusion- Recording and Distribution of Material or Information in Violation of Statutes or Common Law
Exclusion- ERISA
Exclusion- Liability Arising out of Lead
Exclusion- Employment Related Practices
Exclusion- Uninsured/Underinsured Motorists or No Fault
Exclusion- Aircraft Products and Grounding Liability
Exclusion- Aircraft Including Unmanned Aircraft Liability
Exclusion- Pre Existing Damage
Exclusion- Metal Gas
Exclusion- Professional Liability/Errors and Omissions
Exclusion- Cross Suits



Exclusion- Care, Custody or Control- Real or Personal Property
Economic and Trade Sanction Clause
Exclusion - Intellectual Property
Exclusion – Electronic Data & Cyber Risk
Unimpaired Aggregate Endorsement
Exclusion – Occupational Disease
Limitation of Coverage – Underlying Sublimits Endorsement
Nuclear Energy Liability Exclusion Endorsement
Claims Reporting Notice
Surplus Lines Notification – CA
General Service of Suit
Exclusion – Communicable Disease
Exclusion – Auto Liability
Exclusion – Employers Liability
Exclusion – Assault & Battery
Exclusion – Abuse & Molestation
Exclusion – Firearms
Nuclear, Biological, or Chemical Exclusion
Disclosure Pursuant to Terrorism Risk Insurance Act
Exclusion of Certified Acts of Terrorism

Underlying Schedule: General Liability

Carrier: Hiscox
Effective Dates: 5/14/23-24
Limits: \$1,000,000 Each Occurrence
 \$3,000,000 General Aggregate
 Included Product/Completed Ops
 \$1,000,000 Personal/Advertising Injury

Automobile Liability

Carrier: EXCLUDED
Effective Dates:
Limits: \$1,000,000 CSL

Employers Liability

Carrier: EXCLUDED
Effective Dates:
Limits: \$1,000,000 Each Accident
 \$1,000,000 Disease Each Employee
 \$1,000,000 Disease Policy Limit

Liability

Company:
Effective Dates:
Limits:

Subjectivities:

- * Subject to Signed ACORD Application.
- * Subject to Signed Terrorism form.
- * Furnish copies of underlying policies within 60 days of effective date.
- * Subject to review and approval of 5 years currently valued, hard copy, company loss runs.
- * Subject to copies of acceptable MVRs for all auto driven risks.
- * We will require surplus lines confirmation. Broker will be responsible for all surplus lines filings and taxes.
- * Flat cancellations are not permitted on any binders.
- * Binders are subject to the minimum retained premium.
- * Primary carrier(s) must have 'A-VI' or better A.M. Best Rating.
- * Underlying policies must have defense costs in addition to the limits of liability.
- * Subject to conditions outlined in proposal.
- * Copies of all underlying policies to be received within 60 days.



*

* This binder is for informational purposes only. The actual coverages, terms and conditions offered herein may be more restrictive than those requested on your application.

Thank you for the bind order. Please let me know if you have any questions or need anything else.

Sincerely,

**ACTION BY THE SOLE MEMBER
OF THE BOARD OF DIRECTORS OF
RISE HOUSING SOLUTIONS, INC.**

In accordance with Section 307(b) of the California Corporations Code and the Bylaws of Rise Housing Solutions, Inc., a California corporation (the “*Company*”), the undersigned sole member of the board of directors of the Company (the “*Board*”), hereby takes the following actions and adopts the following resolutions by unanimous written consent without a meeting:

1. Incorporator.

RESOLVED: That all actions taken by incorporator of the Company pursuant to Section 210 of the California Corporations Code to incorporate and organize the Company are hereby ratified, confirmed, adopted and approved.

RESOLVED: That the incorporator of the Company is hereby discharged from any further liabilities or duties with respect to the Company and the Company further agrees to indemnify and hold harmless the incorporator from any liability incurred in the past or the future with respect to organizing the Company.

2. Articles of Incorporation.

RESOLVED: That the Articles of Incorporation of the Company, as filed with the Secretary of State of the State of California on March 1, 2021 and bearing the file stamp and certification of the Secretary of State of the State of California, a copy of which is attached hereto as Exhibit A, is hereby ratified and approved and shall be inserted in the Minute Book of the Company.

3. Minute Book.

RESOLVED: That the Company shall maintain as part of its corporate records a book entitled “Minute Book,” which shall include: (i) a record of its Articles of Incorporation and amendments thereto; (ii) its Bylaws and amendments thereto; (iii) minutes of all meetings of the Board, any committees of the Board and shareholders of the Company; and (iv) actions by written consent of the Board, any committees of the Board and shareholders of the Company.

4. Election of Officers.

RESOLVED: That the following persons are elected as officers of the Company to the offices set forth opposite their respective names, to serve at the pleasure of the Board:

Name	Title(s)
Matthew Warner	Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary

5. **Officers.**

RESOLVED: That the officers of the Company are authorized to sign and deliver any agreement in the name of the Company and to otherwise obligate the Company in any respect relating to matters of the business of the Company, and to delegate such authority in his or her discretion, within budgets approved by the Board.

6. **Uncertificated Shares.**

RESOLVED: That the shares of the Company shall be uncertificated, provided that the Company may issue certificated shares for some or all of any or all classes or series of its stock if deemed advisable and in the best interests of the Company by the officers, in consultation with legal counsel.

7. **Issuance of Common Stock.**

RESOLVED: That the Company is authorized to sell and issue to the individual listed below (the "***Purchaser***") the number of shares of Common Stock (the "***Shares***") listed opposite such Purchaser's name, at a price per share of \$0.00001, which the Board determines to be the fair market value of such Shares, in exchange for cash, cancellation of indebtedness (including organizational costs incurred by such Purchaser prior to the incorporation of the Company), promissory note, assets, or any combination of the foregoing (provided that Purchaser shall pay in cash, personal property or cancellation of indebtedness at least the aggregate par value represented by such Purchaser's shares), pursuant to a Common Stock Purchase Agreement in substantially the form attached hereto as Exhibit B (all such Shares shall be subject to the vesting and acceleration provisions set forth in the applicable Common Stock Purchase Agreement):

<u>Name</u>	<u>Number of Shares</u>
Matthew Warner	100

8. **Management of Fiscal Affairs.**

RESOLVED: That the officers of the Company shall, in their discretion, select and designate a bank as a depository of funds of the Company, and that the proper officers are authorized to open and maintain, in the name of the Company, a checking, saving, safe deposit, payroll or other account or accounts with said depository.

RESOLVED FURTHER: That the standard form of corporate banking resolutions, as required by said bank, necessary to accomplish the foregoing resolution, and showing the persons authorized to draw on such account, are approved and adopted as the resolutions of this Board, and the officers are authorized to execute, certify, and deliver a copy thereof to said bank as the resolutions of this Company.

9. **Employer Identification Number.**

RESOLVED: That the proper officers of the Company are directed to apply to the IRS District Director for an employer's identification number on Form SS-4.

10. **Accountants.**

RESOLVED: That a duly certified public accounting firm to be chosen by the proper officer of the Company shall be retained as independent auditors for the Company to set up, prepare, and maintain the financial records of the Company, and to prepare such financial statements and tax returns as may be required of the Company or requested by its officers and directors from time to time.

11. **Fiscal Year.**

RESOLVED: That the fiscal year of the Company shall end on December 31 of each year.

12. **Incorporation Expenses.**

RESOLVED: That the proper officers are authorized and directed to pay the expenses of incorporation and organization of the Company and the expenses incurred in the formation of the Company.

13. **Withholding Taxes.**

RESOLVED: That the proper officers are authorized and directed to consult with the bookkeeper, auditors and attorneys of the Company in order to be fully informed as to, and to collect and pay promptly when due, all withholding taxes for which the Company may now be (or hereafter become) liable.

14. **Qualification to Do Business.**

RESOLVED: That the officers of the Company are authorized to take any and all steps that they deem to be necessary to qualify the Company to do business as a foreign corporation in each state that the officers determine such qualification to be necessary or appropriate.

15. **S-Corporation Election.**

RESOLVED: That the Company elects to be taxed as an "S corporation" under Section 1362(a) of the Internal Revenue Code and Section 23801(a) of the California Tax Code.

RESOLVED FURTHER: That the officers of this Company are hereby authorized and directed to solicit each stockholder's consent to such election and to prepare, execute and file Internal Revenue Service Form 2553, together with a statement by each stockholder consenting to this election, and to do all other acts that may be required to make such elections effective.

16. **Omnibus Resolution.**

RESOLVED: That each of the officers of the Company is authorized and empowered to take such other actions and sign such other documents as may be necessary or advisable to carry out the intent and accomplish the purposes of the foregoing resolutions.

[Signature Page Follows]

This Action by the Sole Member of the Board of Directors shall be filed in the Minute Book of the Company and shall be effective as of the date written below.

Dated: 3/1/2021



Matthew Warner

EXHIBIT A

ARTICLES OF INCORPORATION

EXHIBIT B

COMMON STOCK PURCHASE AGREEMENT