

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and OPERATION DIGNITY, a California non-profit corporation, whose address is 318 Harrison Street Suite 302, Oakland, CA 94607 (“**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: Implementing Partner for the City’s Guaranteed Income Pilot Program. City staff issued an RFP on August 8, 2022 and after a submittal period of 30 days received two (2) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Provider desire to enter into an agreement for Operation Dignity to serve as the Implementing Partner for the City of Alameda’s Guaranteed Income Pilot Program, 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 ____ day of _____ 2022, and shall terminate on the ____ day of _____ 2026, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a month-by-month basis, for up to one additional year. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged.

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. These requests shall be prepared by Provider with supporting documentation.

b. City shall approve payment requests not to exceed the total funding amount of six hundred thousand dollars (\$600,000) as described in the itemized budget included in Exhibit B. Substantial changes to line items within the budget included in Exhibit B will require written approval from the Community Development Director or their designee within five (5) business days to ensure project continuity. The City, through the Community Development Director or their designee, retains sole and complete discretion to determine whether a change to a line item within the budget is “substantial.”

c. In compliance with the American Rescue Plan Act funding requirements, all funds must be encumbered by the end of 2024 and spent by the end of 2026.

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 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 (5) 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.

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

(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
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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 occurrence

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:

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.

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 or Community Development Director at least five (5) days in advance. The City Manager or Community Development Director 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.

d. In addition to the reporting provisions included herein, Provider shall comply with applicable law, guidance (including the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds issued by the Department of the Treasury), and other requirements imposed by the relevant funding source, as may be amended from time to time.

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
Community Development Department
950 West Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Community Development Director

e. Ph: 510.747.6897 / Email: econdev@alamedaca.gov All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Operation Dignity
318 Harrison Street Suite 302

Oakland, CA, 94607

ATTENTION: Marguerite Bachand, Executive Director

Ph: 510.287.8465 x104 / Email: mbachand@operationdignity.org

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

City of Alameda

Community Development Department

950 West Mall Square, Suite 205

Alameda, CA 94501

ATTENTION: Annie Cox

Ph: 510.747.6893 / Email: acox@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 of 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. [See Certification of Compliance attached.]

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:

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

B. Selection for training, including interns and apprentices.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) 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.

(ii) 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.

(iii) 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.

B. 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:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). 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.

(ii) 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.

(iii) 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.

(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

31. 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.

32. FEDERAL CONDITIONS:

As set forth in Attachment D to this Agreement (Subrecipient Monitoring and Management Requirements), the City has made the disclosures required under 2 CFR Section 200.331 to Provider (as a subrecipient of federal funds).

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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.

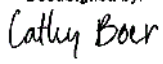
OPERATION DIGNITY,
a California non-profit corporation



Marguerite Bachand
Executive Director

CITY OF ALAMEDA,
a municipal corporation

Erin Smith
City Manager

DocuSigned by:

B8EE58E03AE843F...

Cathy Boer
Board Treasurer

RECOMMENDED FOR APPROVAL

DocuSigned by:

03D4CD3888B8458...

Lisa Maxwell
Community Development Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

5603710AC04544F...

Len Astorian
Assistant City Attorney

Exhibit A
Scope of Work

Operation Dignity Guaranteed Basic Income Pilot Work Plan

Background

Operation Dignity proposes to administer the Guaranteed Basic Income Pilot in conjunction with the chosen Research and Financial Partners for the City of Alameda, with initial planning to begin in late 2022 and the program to launch fully in Spring/Summer 2023.

Over the six years of partnership between our organization and the City of Alameda, we have provided Alameda with regular in-depth surveys and needs assessments of encampments; engaged encampment residents in services and supported the City in mitigating the effect of encampment clearings over the years. We've provided more than 360 homeless individuals with outreach and engagement, harm reduction supplies, and housing navigation. We are very experienced in coordinating with various agencies and organizations in order to provide necessary services to the City's most vulnerable residents. We also have the ability to provide services in multiple languages, utilizing our community partnerships to ensure that all participants are able to receive Pilot Program information in the language they are most comfortable with – English, Spanish, Tagalog, Vietnamese, and Korean, among others.

With nearly 30 years of local knowledge of the proposed target population in Alameda and community resources, Operation Dignity is poised to continue partnering with the City to administer this exciting new program that will have tremendous impact on low-income residents.

Contact

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Scope of Services

Our team will consist of our Program Coordinator, a Program Administrator, and one Benefits Counselor, with oversight from the Executive Director. The Program Coordinator and Benefits Counselor are To-Be-Hired, while the Program Administrator position will be filled by our Operations Director, Tomika Perkins. The Coordinator will be FTE, with 100% of their energy directed towards the GBI pilot program. The Administrator is FTE, with up to 30% of her energy dedicated to the GBI pilot for the duration of the program. The Benefits Counselor will be PTE, working to support the Pilot Program Participants through counseling sessions, support, and responding to inquiries as they arise on a daily basis. We anticipate that the Counselor's time will be 65% in year one and "the balance of their time" in year 2 with (on-boarding spring of 2023 and offboarding spring/summer 2025).

Whenever possible, OD will hire team members who have lived experience with housing instability, unemployment, or other challenges relevant to the target population. This will be a crucial body of knowledge, and this level of experience will promote greater success in the Pilot Program. The Administrator will be the bridge between City staff and partners and will provide the Coordinator with the necessary guidance and support in fulfilling the day-to-day field responsibilities.

The Pilot Program Team's activities will consist of:

Program Design and Refinement

Upon launching the initiative, the Program Coordinator will immediately begin the tasks required to finalize the program design, including:

- Organizing focus groups of people with lived experience and soliciting comments on messaging, wrap-around services, communications strategies, and other program topics.
- Leading collaborative efforts to finalize the program design and determine eligibility requirements for and selection and retention of the pilot participants and control group (as applicable).
- Organizing an Advisory Board to oversee the program implementation. The Board will include local community and advocacy organizations and those with lived experience. The Board will make recommendations on metrics to be used by the Research Partner.
- Identifying and organizing wrap-around support services for participants in collaboration with the Benefits Counselor.
- Leading the effort to create and maintain the Pilot Program website/portal and design it to serve as a live public dashboard for performance metrics. The website/portal will be compatible with the City's website, with mobile communications devices, and information will be made available in English, Spanish, Tagalog, Vietnamese, and Korean.
- Working with the Research Partner to ensure the pilot program design meets all IRB requirements.

Recruitment of Pilot Program Participants

The Program Coordinator, with assistance from the Administrator, will work to recruit eligible households to participate in the pilot, including:

- Collaborating with the City to educate the public about the pilot program and the availability of the application
- Partnering with front-line social services, nonprofit, faith-based, and other organizations to conduct focused outreach within communities that include, but are not limited to:
 - People experiencing or at risk of homelessness.
 - Immigrant, refugee, and limited-English-speaking communities.
 - Historically disenfranchised groups including Black, Indigenous, and other communities of color.
 - Low-income families, including senior citizens.
 - Affordable housing tenants/renters.
 - People with disabilities.
 - Children, youth, Alameda Unified School District, and College of Alameda.
- Hosting meetings, recruiting events, and offering participant incentives Coordinating with the Research Partner to ensure the minimum application target is reached.

Operation Dignity has experience in outreach that will be relevant in the recruitment process. We regularly perform outreach to and engage unsheltered and/or low-income individuals for housing problem solving and stability; connection to temporary, emergency, and/or permanent housing; and connection to other resources to help them succeed and thrive in their housing. Our staff understands how to approach and work with at-risk populations, and very sensitive to their needs.

Organizing and Facilitating the Application and Selection Process

The Program Administrator, with assistance from the Coordinator, will work with the City and the Research Partner to make the final determination on program participants, including:

- Supporting the development of an online application accessible through both computers and mobile devices. The application may also serve as the initial survey for the research component of the Pilot Program.
 - The application will be designed in an accessible way for a broad audience, and available in numerous languages.
- Working with the City to identify physical locations where computer access could be provided during the application period (i.e., libraries, community centers, other community organizations).
- Working with the Research Partner to complete the selection through a randomized lottery.
- Develop written eligibility criteria to be disseminated to potential participants.

Our work in Mobile Outreach requires meticulous data collection, particularly in participant enrollment and tracking. We can provide that same level of detail and service in the selection and enrollment of Pilot Program participants.

Organizing the On-Boarding Procedure for Participants Following the Selection Lottery and Off-Boarding at the Conclusion of the Program

The Program Coordinator will be responsible for arranging the on-boarding and off-boarded processes, including:

- Notifying the Pilot Program participants of their selection.
- Conducting one-on-one orientation sessions for each participant, providing a complete programmatic overview, the on-boarding process and required paperwork, and answering any questions from the participants. The Coordinator will also create any necessary materials, potentially a video, to communicate information and convey enthusiasm for the program.
- Assisting applicants in completing applications and documentation to participate in the Pilot Program, either in person, over the phone, through Zoom, or through another appropriate method.
- Ensuring the complete and active consent of Pilot Program participants, who are fully informed and willing to participate.
- Collect participant feedback during the off-boarding period to analyze and use for research purposes and to be put towards any future programming of this type.
- Provide written documentation on participants' rights and responsibilities in the program, developed in partnership with the City of Alameda and the other Pilot Program Partners. Rights include, but are not limited to, items such as:
 - Participants have the right to be treated with dignity and respect.
 - Participants have the right to privacy.
 - Participants have the right to be treated with cultural sensitivity.
 - Participants have the right to self-determination in regards to their funds received.
 - Services should be provided to participants only in the context of a professional relationship based on valid, informed consent.
 - Participants should be clearly informed, in understandable language, about the purpose of the services being delivered, including clients who are not literate and/or are limited-English proficient.
 - Participants have the right to confidentiality and information about when confidential information will be disclosed, to whom and for what purpose, as well as the right to deny disclosure.
 - Participants have the right to reasonable access to records concerning their involvement in the program.
 - Participants have the right to have an advocate present during appeals and grievance processes.

Administering Funds to Pilot Program Participants Over the Course of the Program

The Program Team will work together to ensure the smooth delivery of monthly funds to Pilot Program participants, including:

- Ensuring that monthly recurring payments are made to Pilot Program participants.
- Trouble-shooting any issues related to payment distribution.
- Ensuring that Pilot Program participants do not adversely suffer economically from their participation, particularly if their Pilot Program income puts them out of range for public benefits they had previously received. The Coordinator and Administrator will provide counseling to the participants to make them aware of any potential benefits changes that may affect them, assist the participants in applying for income exemptions for applicable benefits, and coordinate payments from the City benefit Conservation Fund to compensate for any unanticipated economic injury.

The on-boarding and off-boarding activities, along with the daily support and response to participant concerns, will be performed by the Benefits Counselor, with support from the Program Coordinator. The Program Administrator will provide support as needed to ensure the smooth operation of the Pilot Program.

Supporting the Advocacy Efforts of the City and the Activities of the Research Partner

The Program Coordinator and Program Administrator will work with the City to support a variety of advocacy efforts, including:

- Working with City staff to identify Pilot Participants willing to share their stories and amplify their experiences.
- Working with City staff and other partners on communication and advocacy efforts, fielding inquiries from the press and the general public, and coordinating press to promote the Pilot Program.
- Leading efforts to utilize storytelling techniques, photography, video, and/or other mediums to promote a narrative change around poverty and anti-poverty policies within the broader Alameda community.
- Working with City staff and the Research Partner to present and distribute research deliverables, both during the program and for 6-12 months after the conclusion of the Pilot Program.
- Supporting the City in broader advocacy efforts related to guaranteed income.

Operation Dignity's staff is well-trained in collecting data in real-time on all clients through our work in the Homeless Management Information System (HMIS) or through other appropriate database systems as developed to provide information about service needs, gaps, and performance metrics. We also have established protocols for data collection and data entry.

Serving as the Liaison Between the City, Pilot Program Participants, and Other Pilot Program Partners

The Program Administrator, with assistance from the Program Coordinator, will liaise on request and as needed throughout the Pilot Program planning phase, implementation phase, and for up to 18 months post-program to close out the work.

Benefits Counseling

The Program Coordinator will oversee the Benefits Counselor who will provide benefits counseling for all Pilot Program participants mostly at the beginning, end, and throughout the program. This will include:

- Ensuring Pilot Program participants understand how receiving GI will impact other benefits they may receive, including but not limited to: SSI, SSD, Medicaid, Medicare, food and housing assistance, and any other public benefits.

- Working with City, County, and State authorities to understand the benefits landscape in Alameda County and the City of Alameda to create an Alameda-specific benefits matrix to help identify what benefits may be impacted through the program's cash payments.
- Helping participants weigh the costs and benefits of participating in the Pilot Program.
- Ensuring that Pilot Program participants understand who to contact in the event that they have questions about or run into problems with their benefits at any time throughout the Pilot Program.
- Helping participants re-enroll in benefits as necessary at the end of the Pilot Program period and offer continuing counseling throughout a post-program "off-boarding" period of ~3 months.
- Informing and communicating with participants on any expected changes within the benefits system and notifying them in a timely manner prior to any such changes.

Operation Dignity has extensive experience working with low-income and at-risk groups. We meet participants where they are and are responsive to community concerns. This is demonstrated in our Mobile Outreach in the Cities of Alameda, Emeryville, and Oakland, as well as our case management work with formerly homeless veterans in our emergency, transitional, and permanent supportive veteran housing programs. Our Mobile Outreach provides encampment intervention support, supporting encampment and low-income housing residents in addressing concerns, resolving conflicts, developing self-sufficiency plans and goals, and increasing health and safety standards. We have experience in assessing encampment sites for health and safety concerns; and we support and engage residents ahead of any intervention operations following notification and posting procedures. We will utilize all this experience to address potential areas of concern for Pilot Program participants and their benefits, maintaining communication and ensuring they understand how the program may impact their current benefits.

Additional Work

During the application launch, the application phase, and the on-boarding phase of the project, all assigned staff will meet with City staff, OD, and other pilot program partners weekly. For the duration of the project, Staff members will also commit to meeting at least once per month with the City and Pilot Program partners to evaluate the program and make necessary adjustments. During the on-boarding and off-boarding process, when the demand for assistance and resources will be elevated, the Project Coordinator and Project Administrator will enlist the assistance of Operation Dignity's experienced team of case managers to assist in serving the Pilot Program participants.

All staff will be trained on data collection and using the relevant database system to store metrics for analysis. Staff will enter data accurately and in real-time and assist the Research Partner in analyzing data as needed.

Operation Dignity will provide reports on a quarterly basis, as well as upon request from the City of Alameda.

Schedule

Operation Dignity has extensive experience working on large-scale, city-wide projects such as the one proposed by the City of Alameda.

Once the program initiates (November 2022), Operation Dignity will initiate finalizing program design, working with the other Partners and the City to ensure that the program touches on all requirements as outlined by the IRB.

Once the design has been finalized (late 2022 – early 2023), the Program Coordinator will work on recruiting program participants, verifying eligibility, and working with the Research Partner to ensure that a full spectrum of communities is represented, and that the minimum application target is reached.

When the participants have been selected (March/April 2023) and the program has launched (spring/summer 2023), the Program Coordinator and Benefits Counselor will work together to onboard the participants through a series of one-on-one on-boarding and counseling sessions, ensuring complete understanding on behalf of the participants, and filing the necessary paperwork to ensure continued benefits for participants, or exemptions where applicable. The Program Administrator will support as needed.

Throughout the project period, the Benefits Counselor, with support from the Program Coordinator, will be responsible for the day-to-day operations (Monday – Friday), answering questions and troubleshooting any issues that arise. The Coordinator will support the City's overall advocacy efforts and outreach, helping to develop materials to educate the general public about poverty and GI.

At the conclusion of the Pilot Program (est. Spring/Summer 2025), the Program Coordinator and Program Administrator will contribute to the presentation and distribution of the research deliverables, remaining available for 6-12 months after the conclusion of the program (until est. mid-late 2026).

Conclusion

Operation Dignity appreciates the City of Alameda's partnership and looks forward to this new chapter of working together to support Alameda's most vulnerable residents. Our nearly three decades of outreach experience, strong rapport with the local homeless population, and history of collaboration with other providers and the City make Operation Dignity an exemplary organization to implement this new guaranteed income program. Please contact us for any additional information that would be helpful.

Exhibit B
Budget

**Operation Dignity
Guaranteed Basic Income Pilot Program**

BUDGET CATEGORY	Year 1	Year 2	Narrative
STAFF SALARIES			
Executive Director	\$16,000	\$8,000	To cover high-level coordination with the City including progress meetings, quarterly reports, community outreach, program supervision, regular meetings with other program partners and City staff, meeting with the Advisory Board. 10% FTE YR1/5% FTE YR2
CFO / HR	\$1,400	\$1,400	To cover high-level billing and invoicing support, as well as human resources. 1% FTE
Bookkeeper	\$5,400	\$5,400	Prepares invoices and manages grant spending. 10% FTE
Office Assistant	\$500	\$500	Assists with administrative tasks and directing participant calls to the appropriate team member. 1% FTE
Program Administrator	\$31,875	\$31,875	To cover supervision of the Coordinator, coordination with the City of Alameda and other Pilot Program partners, program design assistance, and other Pilot Program assistance as-needed. 50% FTE.
Program Coordinator	\$70,000	\$70,000	Takes the lead in all Pilot Program matters, coordinates day-to-day activities, on- and off-boards the Pilot Program participants, and provides support and assistance throughout entire program. 100% FTE
Benefits Counselor	\$35,152	\$16,224	To assist in the daily counseling and support for participants throughout the program, including on-boarding and off-boarding counseling at the beginning and end of the Pilot Program period. 65% in year one and the balance of their time in year 2.
Total	\$160,327	\$133,399	
Fringe Benefits (24%)	\$38,478	\$32,016	Includes health and dental insurance, workers comp, and payroll taxes.
Total Staff Salaries:	\$198,805	\$165,415	

OPERATIONS			
Insurance	\$0	\$0	Insurance for office space.
PPE	\$1,000	\$1,000	Includes gloves, masks, and cleaning supplies for staff and participant safety.
Office space rent	\$5,000	\$0	Portion of office space dedicated to the GBI Pilot Program
Office expenses	\$5,000	\$1,500	Includes paper, writing materials, ink, and copying costs.
Computers	\$4,000	\$500	Computers for program staff for field work
Telephone/cell	\$1,200	\$1,200	Phones and ongoing telecommunications costs for 2 program staff
Printing	\$4,000	\$1,500	Printing of program materials, handouts, outreach materials, etc.
IT/Software	\$57,000	\$19,000	Technical support and software, web maintenance, utilize digital photography, video, and/or other mediums to promote a narrative around poverty and anti-poverty policies within the community. Also includes ADA compliance.
Payroll Fees	\$250	\$250	Fees for program staff.
Community Engagement	\$39,500	\$9,500	Flexible Funding account to cover outreach costs including hosting meetings, and offering participant incentives such as catering/meals, phone cards, gift certificates, etc. Also includes translation services, establishing a 1-800 number, and ADA compliance.
Employee travel	\$3,500	\$3,500	Mileage for staff to travel to counseling sessions, meetings, trainings, and other program-related appointments.
Independent Audit	\$2,500	\$2,500	Per ARPA funding requirements
Total Maintenance and Operations:	\$121,950	\$39,450	
Total Direct:	\$320,755	\$204,865	
Indirect Expense	\$41,958	\$25,547	Includes 12.47% indirect rate approved by the VA as well as proportional rental costs (\$1,600).
TOTAL:	\$362,654	\$230,411	
Year 2 – 3% COLA Increase		\$7,235	
PILOT PROGRAM TOTAL:		\$600,000	

Exhibit C
Additional Provisions

The following paragraph(s) are added to the Agreement:

26. CONFLICTING PROVISIONS

In the event of a conflict between the terms and conditions of this Agreement and any other applicable terms and conditions, including Exhibits furnished by Provider to be made part of this Agreement, the terms and conditions of this Agreement shall prevail, except that Exhibit C-1 (Grant Conditions) shall prevail over any provision that conflict with the Agreement.

27. RECORDS

Notwithstanding Paragraph 17 (RECORDS), GRANTEE shall be solely responsible to implement internal controls and record keeping procedures that comply with this AGREEMENT and all applicable laws. GRANTEE's administrative, programmatic and financial records pertaining to the Program, or the AGREEMENT collectively, must sufficiently support the determination that expenditures are allowable. GRANTEE shall retain all records pertinent to this AGREEMENT for a period of five (5) years from the date of final payment or disbursement to U.S. Treasury of unexpended Coronavirus State and Local Fiscal Recovery Funds (SLFRF) subawards. GRANTEE shall retain such records beyond five (5) years so long as any litigation, audit, dispute or claim is pending.

28. NO THIRD-PARTY RIGHTS

This Agreement does not constitute a binding commitment to any client or agency except CITY and GRANTEE. No third-party rights are created for clients or other individuals.

29. GRANT CONDITIONS

Notwithstanding Paragraph 29 of the Agreement, the GRANTEE's grant conditions, attached hereto as Exhibit C-1, are hereby expressly made part of the Agreement between the parties.

Exhibit C-1
ARPA Subrecipient Certification

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain subrecipients from the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”). The City of Alameda has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a GRANTEE.

As a condition of your organization receiving federal recovery funds from the City, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto as **Exhibit C-2 (ARPA Subrecipient Grant Agreement)**.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, attached hereto as **Exhibit C-3 (ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS)**, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is complies with the nondiscrimination requirements.

SUBRECIPIENT/GRANTEE:
OPERATION DIGNITY,



Marguerite Bachand
Executive Director
(AUTHORIZED REPRESENTATIVE)

Exhibit C-2
ARPA Subrecipient Grant Agreement

This Subrecipient Agreement (“Grant Agreement”) is dated the effective date of the Agreement, by and between the Subrecipient Operation Dignity (“GRANTEE”) and the City of Alameda, a California municipal corporation (“CITY”).

WHEREAS, the United States Department of the Treasury (“Treasury”) has allocated CITY federal stimulus funding from the Coronavirus State and Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the America Rescue Plan Act (“ARPA”), of which \$28,679,908 was allocated to CITY in two tranches on June 17, 2021, and June 17, 2022, subject to applicable laws, rules, regulations and guidance, including without limitation, the Coronavirus State and Local Fiscal Recovery Funds Final Rule (“Final Rule”), identified as Attachment A (dated January 6, 2022), and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (“Compliance & Reporting Guidelines”), identified as Attachment B, and Uniform Guidance (2 CFR Part 200). Attachments A and B attached hereto and incorporated herein by this reference.

WHEREAS, Treasury authorizes CITY to expend ARPA Funds for the following eligible purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure (collectively “Eligible Uses”).

Pursuant to ARPA, Eligible Uses under this non-R&D federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026.

WHEREAS, CITY desires to allocate portions of the ARPA Funds to certain nonprofits whose operations are critical to those individuals, families, and entities adversely impacted by the COVID-19 public health emergency, whether through a reduction in income/revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or other higher operating costs experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the

pandemic that created a financial hardship, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above.

WHEREAS, CITY and GRANTEE desire to enter into the Agreement so that CITY may provide a subaward of ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to GRANTEE by CITY for Eligible Uses set forth in Exhibit A (Scope of Work), as allowed under Final Rule.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

- i. **Effective Date and Term.** The Grant Agreement shall be coterminous with the term of the Agreement.
- ii. **ARPA Funds.** CITY agrees to provide the GRANTEE a total sum not to exceed the value of the Agreement for Eligible Uses set forth in the Exhibit A (Scope of Work).
- iii. **Use of ARPA Funds.** GRANTEE shall ensure that the ARPA Funds requests are necessary Eligible Uses under one of the following cost categories: a) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and d) To make necessary investments in water, sewer, or broadband infrastructure.
- iv. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- v. **Administrative Costs.** GRANTEE may use funds provided under this award to cover both direct and indirect costs.
- vi. **Ineligible Uses.** Ineligible or non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a “rainy day” fund; and d) legal settlements.
- vii. **SAM.gov Requirements.** If applicable, GRANTEE must obtain and maintain an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

- viii. **Reimbursement Requests and Reporting Requirements.** To facilitate the release of ARPA Funds by CITY to GRANTEE and CITY's compliance with reporting requirements for usage of ARPA funding, GRANTEE may submit one request per month to CITY consistent with compensation provisions of the Agreement (Paragraph 3, Compensation to Provider). CITY shall then disburse ARPA Funds, as requested by GRANTEE to fund services set forth in Exhibit A (Scope of Services) of the Agreement, ("Reimbursement Request Funds"). Such schedule may be modified with the prior written approval of CITY. Failure to provide any of the required documentation may result in the withholding and/or nonpayment of all or a portion of the request, and termination of the Agreement. Following receipt of the Reimbursement Request Funds from CITY and demonstrated compliance with the Agreement, as determined by CITY, GRANTEE will disburse the Reimbursement Request Funds to the approved recipients within 10 business days, and provide on a monthly basis a report to and in a form approved by CITY detailing the grant awards disbursed by GRANTEE.
- ix. **Records, Reports and Audits.** As a subrecipient of ARPA Funds, GRANTEE may be subject to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.
1. Establishment and Maintenance of Records. GRANTEE shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
 - a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this AGREEMENT, and
 - b. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by CITY.
 2. Preservation of Records. GRANTEE shall preserve and make available its records:
 - a. for a period of five (5) years from the date of final payment to GRANTEE under this AGREEMENT; or
 - b. for such longer period, if any, as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting final settlement.

GRANTEE make all reasonable efforts to meet CITY's requests for records or other demands to ensure the parties' completion of financial, performance and compliance reporting obligations consistent with applicable laws, regulations and guidance, including requests made by the U.S. Treasury and the Government Accountability Office ("GAO").

3. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary by CITY, GRANTEE agrees that CITY, and/or any of its authorized representatives, shall:
- a. for a period of five (5) years after final payment under this AGREEMENT; or,
 - b. for such longer period as may be required by applicable law; or
 - c. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting settlement;
 - d. have access to and the right to examine its plants, offices and facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT.

GRANTEE also agrees that CITY, or any of its respective authorized representatives, shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this AGREEMENT, all as set forth in Section D, below. Notwithstanding anything in this AGREEMENT to the contrary for monitoring purposes, CITY shall not require access to any information of GRANTEE mutually determined by the parties hereto to be proprietary.

4. Audit of Records. If an audit is required, the following provisions apply:
- a. Funds from the subaward will be set aside in GRANTEE's budget for the independent audit. A separate line item will be established.
 - b. GRANTEE shall enter into an agreement with an independent public accountant certified to practice in the State of California no later than sixty (60) days before the end of this AGREEMENT to perform audit of GRANTEE's fiscal year which ends concurrently with or immediately after the end of this AGREEMENT.
 - c. The audit must be completed and sent to CITY's Finance Department staff within the later of one hundred fifty (150) days of the end of this AGREEMENT or ninety (90) days after the end of GRANTEE's fiscal year.
 - d. If GRANTEE does not enter into the agreement with an independent public accountant certified to practice in the State of California, or if an audit is not completed in a timely manner, CITY, at its sole discretion, may enter into an agreement with an independent public accountant certified to practice in the State of California to perform the audit and utilize GRANTEE's set-aside funds for the audit.

- e. The independent fiscal audit shall conform to generally accepted governmental auditing principals and, when applicable, Office of Management and Super Circular, "Attachment P, Audit Requirements." Such audits shall identify the funds received and disbursed under this AGREEMENT and include the following components:
 - i. Balance sheet;
 - ii. Statement of Financial Position;
 - iii. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement Activities;
 - iv. Statement of Functional Expenses;
 - v. Independent Auditor's Report on the Financial Statement and Schedule of Expenditures of Federal Awards;
 - vi. Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters;
 - vii. Auditor's Report on Compliance with Requirements Applicable to Major Programs and on Internal Control over Compliance;
 - viii. Schedule of Findings and Questioned Costs;
 - ix. Summary of Schedule of Prior Audit Findings;
 - x. Corrective Action Plan;
 - xi. Data Collection Form; and
 - xii. Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor (if one was issued).
- f. For grantees that expend \$750,000 or more of Federal financial assistance in a fiscal year, in addition to conducting normal financial audit procedures, the GRANTEE's independent public accountant certified to practice in the State of California shall perform tests to ascertain that:
 - 1. Expenditures submitted for reimbursement are allowable under 2 CFR 200:
 - a. Expenditures comply with the Agreement between CITY and GRANTEE; and

- b. Applicable laws and regulations. Further, the independent public accountant certified to practice in the State of California shall render an opinion as to whether the Expenditures complied with the Single Audit Act of 1984 and Appendix XI to 2 CFR Part 200—Compliance Supplement previously known as the Circular A-133 Compliance Supplement); and
- c. Funds from the subaward may be set aside in GRANTEE's budget for a reasonable share of a Single Audit if required. A separate line item will be established.
- g. For GRANTEES that expend more than \$750,000 of financial assistance in a fiscal year, the audit shall identify in a Schedule of Governmental Financial Assistance the gross amounts of grants obtained by GRANTEE from all governmental sources, the periods covered by the grants, and the grant contract or identification number(s), if any, under which funds were received and disbursed by GRANTEE during the audited fiscal year. In addition, the Schedule of Governmental Financial Assistance shall show the amount received and disbursed under each grant during the audited fiscal year, including the amount received and disbursed under this AGREEMENT.
- h. GRANTEE's independent public accountant certified to practice in the State of California shall perform reviews of GRANTEE's internal control systems and GRANTEE's compliance with applicable laws, regulations and the requirements of this AGREEMENT.

The independent public accountant certified to practice in the State of California shall issue a report on the financial statements and the Schedule of Governmental Financial Assistance, a report on the study and evaluation of internal controls and a report on GRANTEE compliance. The three reports may be bound into a single report, or presented at the same time as separate documents.

- 5. Disallowed or Ineligible Costs. If it is determined during the course of the audit that GRANTEE was reimbursed for unallowable costs or for ineligible uses under this Agreement, GRANTEE agrees to promptly reimburse the CITY for such payments upon request.
- x. **Fiscal Responsibilities of GRANTEE.** GRANTEE shall:
 - A. Appoint and submit to CITY, the name of a fiscal agent who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of GRANTEE funds.
 - B. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.

- C. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
- D. Submit to the CITY, within thirty (30) calendar days of the end of the preceding month, requests for reimbursement, together with documentation required by CITY.
- E. Certify insurability subject to CITY approval as outlined in Paragraph 11 of the Agreement, entitled "INSURANCE."
- F. Submit to CITY at such times and in such forms as CITY may require, such statements, records, reports, data, and information pertaining to matters covered by the Agreement.
- G. Administer all programs in conformance with OMB Circular A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged in a direct or indirect basis.
- H. Develop an indirect cost allocation plan for determining the appropriate GRANTEE's share of administrative costs if indirect costs are charged and submit such plan to the CITY for approval in a form specified by the CITY prior to submitting reimbursement requests.

xi. **Compliance with Laws.**

- A. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and

Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- x. Any other applicable law or regulation, including the Final Rule and Compliance & Reporting Guidelines, to the extent applicable, when disbursing ARPA Funds to recipients or when seeking Reimbursement from the CITY.

B. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- C. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of the Agreement prior to the date of commencement. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.
- xii. **Remedial Actions.** In the event of GRANTEE's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
- xiii. **Hatch Act.** GRANTEE agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- xiv. **False Statements.** GRANTEE understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
- xv. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal allocation number SLT-7032 allocated to the City of Alameda by the U.S. Department of the Treasury."
- xvi. **Debts Owed the Federal Government.**
 - 1. Any funds paid to the GRANTEE (1) in excess of the amount to which GRANTEE is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the GRANTEE shall constitute a debt to the federal government.
 - 2. Any debts determined to be owed to the federal government must be paid promptly

by GRANTEE. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the GRANTEE knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

xvii. **Disclaimer.**

1. The United States expressly disclaims any and all responsibility or liability to GRANTEE or third persons for the actions of GRANTEE or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
2. The acceptance of this award by GRANTEE does not in any way establish an agency relationship between the United States and GRANTEE.

xviii. **Protections for Whistleblowers.**

1. In accordance with 41 U.S.C. § 4712, GRANTEE may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
2. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or

vii. A management official or other employee of GRANTEE, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. GRANTEE shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- xix. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), GRANTEE should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- xx. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), GRANTEE should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and GRANTEE should establish workplace safety policies to decrease accidents caused by distracted drivers.
- xxi. **Improper Influence.** Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- xxii. **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- xxiii. **Survival.** The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
- xxiv. **Governing Law; Venue.** The Agreement will be governed in all respects by the laws of the State of California, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Alameda County, California.
- xxv. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

- xxvi. **Counterparts.** This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- xxvii. **Authorization.** Each party signing below warrants to the other, that they have the full power and authority to execute this Agreement on behalf of the party for whom they purport to sign.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the GRANTEE provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the GRANTEE's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the GRANTEE may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the GRANTEE's program(s) and activity(ies), so long as any portion of the GRANTEE's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. GRANTEE ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. GRANTEE acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). GRANTEE understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, GRANTEE shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. GRANTEE understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the GRANTEE's programs, services, and activities.
3. GRANTEE agrees to consider the need for language services for LEP persons when GRANTEE develops applicable budgets and conducts programs, services, and activities.

As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. GRANTEE acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon GRANTEE and GRANTEE's successors, transferees, and assignees for the period in which such assistance is provided.
5. GRANTEE acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the GRANTEE and the GRANTEE's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits GRANTEE's of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. GRANTEE understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the GRANTEE, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the GRANTEE for the period during which it retains ownership or possession of the property.
7. GRANTEE shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The GRANTEE shall comply with information requests, on-site compliance reviews and reporting requirements.
8. GRANTEE shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the

complaint, pending or completed, including outcome. GRANTEE also must inform the Department of the Treasury if GRANTEE has received no complaints under Title VI.

9. GRANTEE must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the GRANTEE and the administrative agency that made the finding. If the GRANTEE settles a case or matter alleging such discrimination, the GRANTEE must provide documentation of the settlement. If GRANTEE has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the GRANTEE makes sub-awards to other agencies or other entities, the GRANTEE is responsible for ensuring that sub-grantees also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-GRANTEES.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT D
SUBRECIPIENT DISCLOSURES PER 2 CFR SECTION 200.331

Fiscal Year: 2022-2023
Agency Name: U.S Department of Treasury
Program Name: City of Alameda Guaranteed Income Pilot Program
Amount of Grant: \$600,000

CFDA Number	No. 21.027
CFDA Title	Coronavirus State and Local Fiscal Recovery Fund
Name of Federal Agency	U.S. Department of Treasury
Unique Entity Identifier/UEI	933888786
Subrecipient Name	Operation Dignity
Federal Award Date (Date of award to City by Treasury)	March 11, 2021
Federal Award Identification Number	SLT-7032
Subaward Period of Performance Start and End Date	_____ to May 30, 2026
Federal Funds Obligated by this Agreement	\$600,000

City of Alameda



Waiver from the City's Vaccination Requirement

Date:

To: Nancy Bronstein, City Manager

From: Walker Toma, Community Development Department

Re: Waiver from the City's Vaccination Requirement

Please check one of the following boxes

- ☒ Service Provider Agreement
- ☐ Contractor Agreement
- ☐ Other - If other box is checked, explain:

Provider/Contractor: Operation Dignity

Description of Work: Serve as the implementation partner for the City's guaranteed income pilot program File 2022-2509.

Reason for Waiver from the City's Vaccination Requirement: Asking for exception of personnel who have a medical exemption for a medical condition that prevents them from receiving a vaccine, and personnel with nonmedical exemptions for religious or philosophical reasons.

DocuSigned by:

Nancy Bronstein

D078DF5EF1A348C

APPROVED: X Yes No Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

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 Polley Insurance and Risk Management 12150 Tributary Point Dr #200 Gold River CA 95670	CONTACT NAME: Polley Insurance and Risk Management PHONE (A/C, No, Ext): 916-984-3000 FAX (A/C, No): 916-984-3100 E-MAIL ADDRESS: certificates@polleyinsurance.com														
INSURED Operation Dignity Inc. 318 Harrison Street, Suite 302 Oakland CA 94607	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B: Care West Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Group		INSURER B: Care West Insurance		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Care West Insurance															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 385750283**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	PAC372886302	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CAP 3728864 01	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB 3728865 01	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	W12112001962	12/28/2021	12/20/2022	☒ PER STATUTE ☐ 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		PAC372886302	10/25/2021	10/25/2022	3,000,000 aggregate 1,000,000 occurrence

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

The City of Alameda, its City Council, boards and commissions, officers, employees & volunteers are listed as additionally insured.

DS

Le 10/31/2022

CERTIFICATE HOLDER**CANCELLATION**

City of Alameda
 Community Development Department
 950 West Mall Square 2nd Floor
 Alameda CA 94501-7558

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph (2) of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
- (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. **"Bodily Injury"** means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

D. Medical Payments

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

E. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
 9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
 - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
 - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
 - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3), (4) and (6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
 - (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
 - (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
 - (dd) be neither expected nor intended from the standpoint of any insured; and
 - (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
 - (ff) not originate at or from a storage tank or other container, duct or piping which:
 - a. is below the surface of the ground or water; or
 - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.
 2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.
 3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:
 - a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or

- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and

- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

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

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

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

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ **1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ **5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

V. Who Is an Insured - Fellow Employee Extension - Management Employees

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

W. Broadened Personal and Advertising Injury

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:
 - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**