

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2024 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and BUILDING OPPORTUNITIES FOR SELF-SUFFICIENCY (BOSS), a California non-profit corporation, whose address is 1918 University Avenue, 4<sup>th</sup> Floor, Berkeley, CA 94704 (“**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: Interim Supportive Housing and Property Management Services at Dignity Village. City staff requested proposals from three (3) providers who operate emergency shelter, interim and/or permanent housing. Staff received one (1) proposal. Staff selected Provider based on information included in the proposal, an interview with Provider, and a visit to two (2) site locations operated by Provider.
- 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 interim supportive housing and property management services at Dignity Village, upon the terms and conditions herein.

### **AGREEMENT**

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

**1. TERM:**

The term of this Agreement shall commence on the 1<sup>st</sup> day of August 2024, and shall terminate on the 31<sup>st</sup> day of July 2025, unless terminated earlier as set forth herein.

**2. SERVICES TO BE PERFORMED:**

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

**3. COMPENSATION TO PROVIDER:**

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

b. The total compensation for this Agreement shall not exceed \$2,026,715.

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

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

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

**5. STANDARD OF CARE:**

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

**6. INDEPENDENT PARTIES:**

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

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

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

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

**8. NON-DISCRIMINATION:**

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

**9. HOLD HARMLESS:**

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

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.


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

**10. INSURANCE:**

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

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

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

  
Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers’ Compensation:

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

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

Bodily injury: \$500,000 each occurrence  
Property Damage: \$500,000 each occurrence

or

Combined Single Limit: \$1,000,000 each occurrence

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

(4) Sexual Misconduct Liability:

Sexual misconduct liability coverage in the following minimum limit:

\$1,000,000 each occurrence

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.

g. **EXCESS OR UMBRELLA LIABILITY:**

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

**11. CONFLICT OF INTEREST:**

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

**12. PROHIBITION AGAINST TRANSFERS:**

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

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

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

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

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

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

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

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

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

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

City of Alameda  
Housing and Human Services  
950 W. Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: Amy Wooldridge, Assistant City Manager  
Email: [humanservices@alamedaca.gov](mailto:humanservices@alamedaca.gov)

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

Building Opportunities for Self-Sufficiency (BOSS)  
1918 University Avenue, 4<sup>th</sup> Floor  
Berkeley, CA 94704  
ATTENTION: Sonja Fitz / Chief Development Officer



Ph: (510) 649-1930, ext. 1008

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

City of Alameda  
Housing and Human Services  
950 W. Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: Danielle Sullivan  
Email: [humanservices@alamedaca.gov](mailto:humanservices@alamedaca.gov)

**18. SAFETY:**

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

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

**19. TERMINATION:**

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

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

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned

and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEYS' FEES:**

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

**21. HEALTH AND SAFETY REQUIREMENTS.**

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

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

**23. CONFLICT OF LAW:**

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

**24. WAIVER:**

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

**25. INTEGRATED CONTRACT:**

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

**26. PREVAILING WAGES:**

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

**27. CAPTIONS:**

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

**28. COUNTERPARTS:**

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

**29. SIGNATORY:**

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

**30. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and

conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

**31. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

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

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
  - E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and

records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

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

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

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

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

qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 5). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.
- D. In resolving any conflict between the accessibility standards cited in paragraphs (A), (B) and (C) above, the more stringent standard shall apply.

**32. NONDISCRIMINATION – HUD REQUIREMENTS:**

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

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
  - C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
  - D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
  - E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, the City shall be entitled, at its option, to the sum of \$500.00 pursuant

to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

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

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

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

(2) EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- A. Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts



for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

(3) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

- A. Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 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.
- B. Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.
- C. Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

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

**33. 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.

**34. OTHER CONDITIONS:**

a. Subrecipient Monitoring and Management Requirements. In Exhibit C, City provides subrecipient with disclosures required under 2 CFR Section 200.330.

b. Federal Conditions Exhibit Certification-Public Service, Economic Development, and Micro Enterprise Monitoring and Management Requirements. In Exhibit D, City provides subrecipient with a list if relevant exhibits.

c. The City of Alameda Core Principles and Good Neighbor Policies are attached as Exhibits E and F, respectively.

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

Building Opportunities for Self-Sufficiency  
a California non-profit corporation

CITY OF ALAMEDA  
a municipal corporation

DocuSigned by:  
*Donald Frazier*  
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Jennifer Ott  
City Manager

Donald Frazier  
Chief Executive Officer

DocuSigned by:  
*John Domantay*  
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RECOMMENDED FOR APPROVAL

John Domantay  
Board Secretary

DocuSigned by:  
*Amy Wooldridge*  
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Amy Wooldridge  
Assistant City Manager

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
*Len Aslanian*  
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Len Aslanian  
Assistant City Attorney



## BOSS Proposed Scope of Services Dignity Village



**SITE DESCRIPTION:** Dignity Village is a Homekey-funded 2-story, 47-unit interim supportive housing project at 2350 Fifth Street in Alameda in a residential area adjacent to a commercial district. The program houses up to 61 formerly homeless individuals (including 5 units for youth age 18-24), with 12 ADA units and 7 hearing/sight impaired units. The facility includes community buildings, dining space, meeting rooms, private staff offices, laundry room, and resident storage. Each 138 square foot unit has a private ensuite bathroom. Residents are referred by Alameda County CES and are expected to move to permanent housing within 24 months.

**BOSS EXPERIENCE:** BOSS has operated multiple emergency, interim/transitional, and permanent housing programs of similar size and scope for nearly five decades, including the following. In all residential programs operated by BOSS, services provided include:

- Needs assessments
- Individualized service planning/goal setting
- Case management (1x1, ongoing throughout residency)
- Life skills classes/activities
- Peer mentoring and peer support groups
- Housing search assistance, including landlord advocacy, document readiness, move-in support
- Referrals/service linkages (for health/mental health, legal assistance, income/benefits advocacy, education, employment, and family/children's services as appropriate)
- Facility management
- Rent collection (excluding emergency shelter)

Project	Type of housing	Population & number served	Contact person
Ursula Sherman Village (Berkeley)	Emergency shelter	Homeless (singles/families), 98 beds	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>
Oakland Homeless Project (Oakland)	Emergency shelter	Homeless, 25 beds	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>

Casa Maria Safe Haven Program (Oakland)	Emergency shelter / Safe Haven program	Homeless with moderate to severe disabilities, 17 units	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>
Wood Street Safe Parking RV Park (Oakland)	Interim housing	Homeless living in vehicles, 40 spots	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>
Wood Street Community Cabins (Oakland)	Emergency shelter	Homeless, 100 units	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>
South County Homeless Project (Hayward)	Emergency shelter	Homeless mentally ill, 24 beds	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>
McKinley House (Berkeley)	Originally interim housing, converted to permanent	Homeless mentally ill adults (formerly homeless families; change mandated by City of Berkeley)	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>
Rosa Parks I and II (Oakland)	Originally interim housing, converted to permanent	RP I: homeless, 12 units; RP II (County moved program to another location): homeless with HIV/AIDS, 9 units	Ed Buchanan, Director of Clinical Services, <a href="mailto:ebuchanan@self-sufficiency.org">ebuchanan@self-sufficiency.org</a>
Cesar Chavez House (San Leandro)	Permanent housing	Homeless, 2 units	Ronald Broach, Shelter Network Director, <a href="mailto:rbroach@self-sufficiency.org">rbroach@self-sufficiency.org</a>
Pacheco Court (Hayward)	Originally interim housing, converted to permanent	Homeless individuals and families, 10 units	Ed Buchanan, Director of Clinical Services, <a href="mailto:ebuchanan@self-sufficiency.org">ebuchanan@self-sufficiency.org</a>
Meekland House (Hayward)	Originally interim housing, converted to permanent	Homeless transition age youth (age 18-25), 10 units	Ed Buchanan, Director of Clinical Services, <a href="mailto:ebuchanan@self-sufficiency.org">ebuchanan@self-sufficiency.org</a>
New Hope Reentry Campus	Interim housing (reentry)	Formerly incarcerated men, 10 units	Dr. Maisha Scott, Director of Criminal Justice Programs, <a href="mailto:msscott@self-sufficiency.org">msscott@self-sufficiency.org</a>
Women & Children's Reentry Campus	Interim housing (reentry)	Formerly incarcerated women and women with children, up to 21 residents	Dr. Maisha Scott, Director of Criminal Justice Programs, <a href="mailto:msscott@self-sufficiency.org">msscott@self-sufficiency.org</a>

## **SERVICES TO BE PROVIDED:**

For Dignity Village, BOSS proposes the following scope of services based on the service and outcome expectations of the City of Alameda.

STAFFING: To ensure 24/7 site monitoring with services to be provided during daytime hours (9 am-5 pm), the program will have the following assigned staff with roles/responsibilities as described:

- *Chief Strategy & programs Officer 5/hrs; Director of Shelter Network 5/hrs; Director of Clinical Supervision & Training 5/hrs;*
- *1 FTE Program Manager:* Program oversight; supervision of all staff; network with funders, stakeholders and community partners; ensuring data/report submissions.
- *2 FTE Housing Navigators:* Housing readiness assessments and housing planning, identifying housing needs/goals, barrier removal, housing search and document readiness, landlord advocacy/engagement, housing move-in assistance.
- *2 FTE Clinical Case Managers:* Working with residents to create individualized service plans, ongoing 1x1 case management to monitor progress towards goals and provide additional support to remove barriers to housing and achieve goals.
- *1 FTE Assistant Property Manager:* Provides intentional oversight of operations of the property actively responding to the needs of the property. Additionally, the Assistant Property Manager will coordinate activities for residents.
- *1 FTE Janitorial:* Provide janitorial services and assist with unit turnovers.
- *.40 FTE Lead Maintenance:* Provides maintenance duties as needed
- *6 FTE Service Liaisons:* Day-to-day site monitoring, 1x1 conversation with residents, responding to resident and program needs and bringing in additional staff as needed.

SERVICE APPROACH: As individuals are referred by CES, they will receive the following assistance:

- *Intake/Assessment:* Staff will complete an Intake with all eligible incoming individuals, ensuring that the person made to feel safe and welcomed, and their immediate needs are met. Once enrolled, staff will complete a detailed Needs Assessment to gather information about prior experiences and service engagement, barriers, strengths, and goals.
- *Individualized Service Planning:* Following completion of the Needs Assessment, the assigned Case Manager will work with the resident to develop an Individualized Service Plans that includes the attainment of permanent housing and step-by-step goals to achieve it.
- *Case Management:* Case Managers will meet 1x1 with their participants regularly throughout their residency, at least once a week and more often as needed. Case Managers provide information, resources, and guidance as needed, and help with problem solving, changing/adjusting goals as needed, and celebrating achievements/ milestones to help people stay engaged and motivated.
- *Barrier Removal:* Barriers to housing will be addressed on-site or through needed referrals, including services for health/mental health needs, education, job training, family reunification, child development needs, documents needed, and other barriers.

- *Housing Navigation/Placement:* The ultimate goal in all resident service plans is always the attainment of permanent affordable housing, with the income and skills/social connections needed to stay housed. Services to achieve this include: housing education (types of housing, expectations, roommate/neighbor/landlord issues, types of rental assistance available, identifying housing needs), budgeting for housing, housing search (online and in person visits/inspections), completing housing applications, document readiness, landlord advocacy/engagement, and move-in assistance.
- *On-Site Services/Activities:* Staff will organize on-site activities and support residents to organize their own activities, including life skills classes or workshops, social activities (meals, movie or game nights), volunteer-led activities (e.g. yoga, meditation, computer skills), and other activities designed to build skills and stabilizing social connection.
- *Health/Mental Health Services:* Staff will coordinate with and support the full-time On-Site Mental Health Clinician (via Alameda Family Services) who is tasked with the delivery of clinical groups, one-on-one therapy, and referral and resource connection.
- *Meals and Amenities:* BOSS will identify a meal delivery service and arrange for the delivery of three meals per day. Other amenities to be monitored/maintained by staff will include on-site laundry, a computer lab, and shared dining and activity space.
- *Property Management:* BOSS has a County-wide Property Management Team that ensures that all BOSS-managed properties meet health/safety codes and are maintained in good repair/good condition, responding promptly to staff requests to address facility needs and coordinating with outside vendors as needed. The Assistant Property Manager will also help with Activities for residents and will work with resident council to make sure the needs of the residents are met.
- The resident committee elected by residents who give feedback and will be considered partners in shaping the program will be respected and supported.
- *Security & Janitorial:* BOSS will secure outside security and janitorial services. Before or during each shift, BOSS has staff will walk around the block/area and pick up trash, make sure residents aren't outside being disruptive, etc.

EVIDENCE-BASED PRACTICES: All BOSS staff are hired for familiarity with the following evidence-based practices and/or receive training in them at onboarding and throughout the year. Trainings are organized by Ed Buchanan, BOSS Director of Clinical Services, in coordination with Dina Mayfield, Chief Human Resources Officer.

- Trauma Informed Care
- Peer Mentoring
- Harm Reduction
- Housing First
- Cognitive Behavioral Therapy
- De-escalation

REPORTING & COORDINATION WITH CITY. The Program Manager will be responsible to ensure that all staff are trained in necessary record keeping and data collection requirements and tools, and will obtain monthly data reports (qualitative and quantitative) for submission to the centralized BOSS Quality Assurance Team. The BOSS QA Team oversees agency-wide collection, inputting, aggregation, and analysis of all agency data in order to submit reports to funders and stakeholders and conduct internal

monitoring to ensure that programs are meeting deliverables, making any program adjustments needed to achieve them. The Program Manager will also represent BOSS and liaison with the City of Alameda in any way needed, e.g. at service provider meetings, trainings, or other convenings.

PRINCIPALS, EMPLOYEES, AGENTS & SUB-SERVICE PROVIDERS TO BE ASSIGNED TO PROJECT:

Key Personnel Chart:

Staff person or subgrantee	Qualifications (education, training, certification, licenses, experience)	Type of work to be performed	Approx. # hours to be devoted to contract
Lisa Williams, CSPO	BA with over 20+ year's experience	Executive Oversight	5 hrs/week
Ronald Broach, Director of Shelter Network	HS diploma or BA with 7 year's experience	Senior management	10/hrs week
Ed Buchanan, Director of Clinical Supervision & Training	LMFT#97677, over 10 year's experience	Provide clinical supervision & training	5 hrs/wk
TBH, Manager	HS diploma and/or BA with 5 year's experience	Program supervision	40+/hrs week
TBH, Housing Navigator	HS diploma and/or BA with 3 years experience	Housing placement	40/hrs week
TBH, Housing Navigator	HS diploma and/or BA with 3 years experience	Housing placement	40/hrs week
TBH, Clinical Case Manager	MSW, registered with BBS and/or with 5 years experience working with the population.	Benefits eligibility referrals	40/hrs week
TBH, Clinical Case Manager	MSW, registered with BBS and/or with 5 years experience working with the population.	Benefits eligibility referrals	40/hrs week
TBH, Service Liaison	HS diploma and/or BA with 3 years experience	Program monitoring	40/hrs week





<b>Personnel</b>	<b>FTE</b>	<b>12 Months</b>
Lisa Williams, CSPO	10%	\$14,000.00
Ronald Broach, Director of BOSS Shelter Network	10%	\$10,000.00
Ed Buchanan, LMFT #97677, Director of Clinical Supervision & Training	10%	\$12,500.00
TBH, Interim Housing Manager	100%	\$70,000.00
TBH, Housing Navigator	200%	\$130,000.00
TBH, Clinical Case Manager	200%	\$180,000.00
TBH, Service Liaison	600%	\$299,520.00
TBH, Janitorial	100%	\$50,000.00
Ray Pollard, Lead Maintenance	40%	\$27,423.60
TBH, Assistant Property Manager & Activities Coordination	100%	\$60,320.00
	<i>subtotal</i>	\$853,763.60
	<i>fringe</i>	\$213,440.90
	<b>Personnel Total</b>	<b>\$1,067,204.50</b>
<b>Operations</b>		
Flex Funds ( <i>Up to \$250 per participant to pay for one time fees/needs</i> )		\$11,750.00
Security (4.5 guards for 24/7 coverage)		\$224,640.00
Staff Travel (.67 cents/mile x 10,000 miles)		\$6,700.00
Equipment (5 computers, 5 cell phones)		\$12,900.00
Office Supplies (pens, paper clips, folders, copy paper, etc.)		\$3,000.00
Program Supplies (cleaning supplies)		\$10,000.00
Copier/Scanner/Printer (POA lease)		\$6,000.00
Insurance (property, liability, umbrella)		\$7,000.00
Laundry machine rental @ \$300/mo		\$3,600.00
Utilities (AMP, ACI and EBMUD)		\$37,800.00
Monkey Brains Internet Service @\$300/mo		\$3,600.00
Unit Turnover @ \$1,000 /mo		\$12,000.00
Communications @ \$633/mo		\$7,596.00
Building Maintenance/Repairs (cost routine repairs)		\$8,000.00
Training (facilitated training requireent of 40 hrs annually)		\$3,500.00
Food/Beverage (Cera Una Volta 150 meals per day @ \$8.33/meal)		\$456,067.50
Printing/Postage (cost of postage and supplies)		\$1,520.00
	<b>Operations Total</b>	<b>\$803,923.50</b>
	<b>Indirect @ 15%</b>	<b>\$155,587.00</b>
	<b>Grand Total</b>	<b>\$2,026,715</b>

**EXHIBIT C**  
**SUBRECIPIENT DISCLOSURES PER 2 CFR SECTION 200.331**

**American Rescue Plan Act (ARPA)**

CFDA Number	21.027
CFDA Title	American Rescue Plan Act (ARPA)
Name of Federal Agency	U.S. Department of Treasury
Unique Entity Identifier/UEI	KGYLMGYFEEG3
Subrecipient Name	Building Opportunities for Self-Sufficiency
Federal Award Date (Date of award to City by HUD)	March 11, 2021
Federal Award Identification Number	N/A
Subaward Period of Performance Start and End Date	February 1, 2023 – December 31, 2026
Federal Funds Obligated by this Agreement	Up to \$2,026,715*

**HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)**

CFDA Number	14.239
CFDA Title	HOME Investment Partnerships Program
Name of Federal Agency	U.S. Department of Housing and Urban Development (HUD), Community Planning and Development
Unique Entity Identifier/UEI	KGYLMGYFEEG3
Subrecipient Name	Building Opportunities for Self-Sufficiency
Federal Award Date (Date of award to City by HUD)	March 1, 2022
Federal Award Identification Number	M-21-DC-060001
Subaward Period of Performance Start and End Date	February 1, 2023 – January 31, 2028
Federal Funds Obligated by this Agreement	Up to \$2,026,715*

*\*City shall use available funds, prioritizing use based on expiring funds.*

## EXHIBIT D

### FEDERAL CONDITIONS EXHIBIT CERTIFICATION-PUBLIC SERVICE, ECONOMIC DEVELOPMENT, AND MICRO-ENTERPRISE

With this certification, Building Opportunities for Self-Sufficiency (BOSS) acknowledges that we have read the Federal Conditions (Section 33 of the Service Provider Agreement) and the corresponding exhibits, which are available online. We understand that these exhibits are a condition of the Memorandum of Understanding. We understand that the exhibits that are relevant to the federal funds are listed below:

#### List of Exhibits Reviewed:

- Exhibit 1: 2 CFR 200 - Audit Requirements
- Exhibit 2: 2 CFR 215 - Uniform Administrative Requirements (24 CFR Part 84)
- Exhibit 3: 2 CFR 230 - Cost Principles for Non-Profits
- Exhibit 4: 24 CFR 570.601 Fair Housing Non-Discrimination  
24 CFR 570.602 Section 109 Non-Discrimination  
24 CFR 570.607 EEO and Non-Discrimination  
24 CFR 570.912 Nondiscrimination Compliance
- Exhibit 5: 24 CFR 570.604 Environmental Study (24 CFR Part 58)
- Exhibit 6: 24 CFR 570.605 National Flood Insurance
- Exhibit 7: 24 CFR 570.611 Conflict of Interest  
24 CFR 92 Home Investment Partnerships Program
- Exhibit 8: 24 CFR 87 Restrictions on Lobbying
- Exhibit 9: 49 CFR 24 Part 24 Real Property Acquisition  
24 CFR 570.606 Relocation and Displacement
- Exhibit 10: 24 CFR 570.207 Ineligible Activities and Restrictions on Political Activities
- Exhibit 11: 24 CFR 570.200 (j) Restrictions On Religious Activities
- Exhibit 12: 24 CFR 3.400 Education Non-Discrimination
- Exhibit 13: HUD Notice Final Guidance Implementing Policies Required by Executive Order 13166

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*Donald Frazier*  
By: \_\_\_\_\_  
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Donald Frazier  
Chief Executive Officer

## **Core Principles**

### **Housing First**

According to the webinar *Core Principles of Housing First and Rapid Re-Housing* issued by HUD and the United States Interagency Council on Homelessness (USICH), the Housing First approach is based on the following principles:

1. Housing is safe and affordable;
2. All people can achieve housing stability in permanent housing; supports may look different;
3. Everyone is “housing ready”; and
4. Improved quality of life, health, mental health, and employment can be achieved through housing.

### **Harm Reduction**

Harm reduction policies, procedures, and practices aim to reduce the negative consequences of behaviors that are detrimental to the participant’s health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, prostitution, choosing to sleep outside, etc.). In housing settings, harm reduction is intended to prevent a participant’s loss of housing and/or termination from the program based solely on his or her inability to stop engaging in harmful behaviors.

Programs incorporating a harm reduction model must utilize all interventions possible, short of termination from the program, to enable the participant to reduce or minimize their risky behaviors, while at the same time assisting them to move into and become stabilized in permanent housing. Harm reduction is not intended to prevent the termination of a participant whose actions or behavior constitute a threat to the safety of other participants and staff. Organizations must develop a set of policies and procedures to be implemented in the event of such behavior on the part of a participant.

### **Trauma-Informed Care**

Trauma-informed care requires that every part of the program’s design and operation be approached with an understanding of trauma and the impact it has on those receiving services. Traumatic experiences can impact how clients receive services provided and the environment in which those services are delivered.

Establishing a safe and supportive environment are principal aspects of trauma-informed care. To do so, a program must ensure that all staff receive training on traumatic stress and its impact, as well as the relationship between trauma and mental health, substance use, and homelessness. Training should detail how working with trauma survivors can impact staff, and how these issues can impact their work. Staff training in crisis management may include learning how to help clients identify triggers, express their feelings safely, use healthy coping skills, in addition to helping clients develop safety and self-care plans prior to a crisis.

### **Cultural Competency, Racial Equity, and Inclusivity**

This program must consider cultural and linguistic competency, racial equity, gender inclusivity,

and other intersecting factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. Proposers must demonstrate the capacity to accommodate special populations within the proposer's general population (i.e., youth, LGBT, disabled clients, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement, to policy implementation, and to service delivery procedures and philosophies. The Safe Parking Program requires, at a minimum, effective communication, including, among other things, the provision of service and information in appropriate language, at appropriate educational and literacy levels, and in the context of the individual's cultural identity.

**City of Alameda**  
**Housing and Human Services**  
**Good Neighbor Policies**

**PROGRAM:** Dignity Village

**CLIENTS TO BE SERVED:** Residents of 47 units

**HOURS TO BE SERVED:** 24 hours a day, 7 days a week

**GOOD NEIGHBOR AGREEMENT:**

The purpose of the Good Neighbor Agreement is to ensure that the PROVIDER is actively working with residents of Dignity Village to serve as positive neighbors to the surrounding community and the City at large. Achievable goals include:

- Create an organizational framework that addresses the community's needs for responsive communications and effective problem resolution. The proposed management structure aims to be a model of best practices in the field of homeless services by exemplifying the principles of accountability, responsiveness, and effectiveness.
- Involve the community in planning and decisions in the continued development of services for individuals and families without homes.
- Share respectful, open, and transparent communications regarding the program.
- Ensure effective long-term monitoring and oversight of Dignity Village.
- Communicate as needed with the City and community about the management and problem resolution systems for the program.
- Inform the community about the program's objective, which is to provide low barrier, interim supportive housing and case management services leading to permanent housing solutions.

**1. Guiding Principles**

The PROVIDER will adopt the following guiding principles:

- Neighborhood – Maintain the health, safety, attractiveness, and livability of the immediate surrounding area by proactively implementing good neighbor practices.
- Units – Guide residents in the responsibilities attached to the maintenance of a home.
- Residents – Create a community environment that fosters a sense of home, dignity, self-determination, and improved quality of life for formerly homeless individuals and families.
- Property/Site – Maintain the buildings and grounds in cooperation with the residents at the highest quality to ensure the safety and wellbeing of residents, the longevity of the buildings, and enhancement of the surrounding neighborhood.

## **2. Community Engagement and Communication**

Transparent and responsive communications between PROVIDER and the community are essential to create and maintain positive relationships regarding the project.

- The PROVIDER will engage the community to keep it informed and provide opportunities for input to improve the program. Clear definition of scope. A scope of work will be created for community comment to establish an understood level of service for the program. It will be reviewed and revised by the City and PROVIDER as needed.

## **3. Strong Safety Plan**

Safety and security are essential for residents to live peacefully and to maintain the attractive character of the surrounding neighborhood. PROVIDER will develop and commit to policies and practices to ensure community safety and to respond swiftly to the concerns of neighbors. The program will create and maintain a safety plan. The plan will include safety measures to:

- Address emergencies including, but not limited to, fire, earthquake, and medical.
- Protect foot, bicycle, and auto traffic.

Staff trained in crisis intervention and de-escalation will be available to monitor Dignity Village twenty-four hours a day. Staff will also be able to identify emergency situations and have the authority to intervene in disputes, identify rule violations, and connect residents with the appropriate resources to diffuse and stabilize situations.

The building and grounds will be maintained by the PROVIDER. The PROVIDER will be responsible for landscape upkeep, maintenance requests (emergency response when needed), communicating when exterior and interior repairs are needed, and seven day a week janitor services. Damage, such as graffiti, will be addressed and, if possible, removed by the next business day.

The PROVIDER will ensure that when repairs are being done by the City or the City's designated agent, program participants are not in the area of the work and any valuables are to be removed from the area of work before the work is started.

The City will receive a copy of the Safety Plan and have the opportunity to review and make recommendations to strengthen the plan.

## **4. Complaint Process**

Should an issue arise, neighbors of Dignity Village will be asked to call or email the PROVIDER's Point of Contact (POC) at \_\_\_\_\_ or (510) \_\_\_\_\_. The POC will document contacts by listing the date, time, type of complaint and action(s) to be taken. The POC will respond (when possible) via email/phone to all incidents within 24 hours, copying City staff. City staff may follow up to confirm that the issue has been resolved.

## **5. Goals & Outcomes**

The goal of the project is to house and serve homeless individuals and families. Successful outcomes will include:

- **Residents** will improve their housing stability and quality of life in a supportive environment.

- **The surrounding neighborhood** will benefit from the establishment of Dignity Village with attractive and well-maintained facilities.
- **The City of Alameda and Alameda County** will strengthen the system of care for our most vulnerable residents. The program provides 47 units with en suite bathrooms, two meals a day plus snacks, 24 hour per day, seven days a week onsite support, and janitorial and laundry services.

**6. Case Management & Supportive Services**

All residents will work with a PROVIDER Case Manager, Housing Navigator, Ambassador, and Activities Coordinator. Additional supportive services will be tailored to the needs of the residents. The Service Plan for each individual and/or family will be reviewed by the Site Manager and revised as needed.

**7. Good Neighbor Orientation**

PROVIDER will create and review a Good Neighbor policy with residents within 24 hours of move in. Residents will sign a Good Neighbor Agreement and be held to the behaviors and practices outlined in the Agreement. Violation of the Good Neighbor Agreement will be grounds for dismissal from Dignity Village.



Appendix I  
Good Neighbor Agreement

**DIGNITY VILLAGE  
GOOD NEIGHBOR AGREEMENT**

**Resident Name:** \_\_\_\_\_

**Resident Address:** \_\_\_\_\_

**Resident Phone:** \_\_\_\_\_

**Resident Mobile:** \_\_\_\_\_

**Resident Email:** \_\_\_\_\_

The purpose of the Good Neighbor Agreement is to ensure that you are committed to working with Building Opportunities for Self-Sufficiency to act as a positive neighbor to the surrounding community and the City at large. You are required to actively participate and engage in the framework provided by staff of Dignity Village to address your community's need for responsive communication and effective problem solving. Your participation requires direct and regular communication with staff. As a partner in decision making, your participation in the on-going development of services will require your willingness to share respectful, open, and transparent communications regarding the program, your new unit, your neighborhood, and your surrounding community.

Please review the following carefully with Dignity Village staff. Violation of the Good Neighbor Agreement will be grounds for removal from the program.

**1. Guiding Principles**

- Neighborhood – Maintain the health, safety, attractiveness, and livability of the immediate surrounding area by proactively contributing to good neighbor practices;
- Homes – Take ownership of the responsibilities attached to the maintenance of a home with support from staff as needed;
- Resident – Create a community environment that fosters a sense of home, dignity, self-determination, and improved quality of life;
- Property/Site – Cooperate with staff to maintain the building and grounds at the highest quality to ensure the safety and wellbeing of residents, the longevity of the buildings, and enhancement of the surrounding neighborhood.

## **2. Community Engagement and Communication**

Transparent and responsive communications between you and staff are essential to create and maintain positive relationships. Please consider participating in public outreach and/or opportunities for input regarding Dignity Village.

## **3. Strong Safety Plan**

Safety and security are essential for you to live peacefully and to maintain the attractive character of your surrounding neighborhood. Staff will develop and commit to policies and practices to ensure community safety and to respond swiftly to the concerns of neighbors. Staff will create and maintain a safety plan adapted to the specific safety and needs of your individual home. You will review any and all safety plans with staff and follow plans and staff directives in the event of an emergency.

The plan will include safety measures to:

- Address emergencies including, but not limited to, fire, earthquake, and medical.
- Protect foot, bicycle, and auto traffic.
- Identify safe egress locations.

Staff that are trained in crisis intervention and de-escalation will be available to monitor Dignity Village 24 hours a day. Staff will also be able to identify emergency situations and have the authority to intervene in disputes, identify rule violations, and connect you with the appropriate resources to diffuse and stabilize situations.

Residents will ensure that when repairs are being done by BOSS, the City, or the City's designated agent, the area of the work will be cleared and unoccupied and any valuables and/or personal items are removed from the area of work before the work is started.

The City will receive a copy of the Safety Plan and have the opportunity to review and make recommendations to strengthen the plan. Residents who do not follow safety plans may be asked to leave the program.

## **4. Complaint Process**

Should an issue arise, you or the neighbors of the Emergency Supportive Housing program will be asked to contact Dignity Village Site Manager, \_\_\_\_\_ at \_\_\_\_\_ or (510) \_\_\_\_\_.

- The Site Manager will document issues by listing the date, time, type of complaint, and action(s) to be taken.
- The Site Manager will inform direct program staff of the issue and residents will be asked to meet with program staff to discuss and resolve any issues as needed.
- Your participation in the resolution and follow up of any complaints is required.

## **5. Goals & Outcomes**

The goal of Dignity Village is to house and serve unhoused individuals and families. Successful outcomes will include:

- **Residents** will improve their housing stability and quality of life in a supportive environment. Residents will leave Dignity Village with a long-term housing plan and significant savings.
- **The surrounding neighborhood** will benefit from the establishment of Dignity Village with attractive and well-maintained facilities.
- **The City of Alameda and Alameda County** will strengthen the system of care for the most vulnerable residents. The program provides 47 units with en suite bathrooms, two meals a day plus snacks, 24 hour per day, seven days a week onsite support, and janitorial and laundry services.

**6. Case Management & Supportive Services**

All residents will work with a Case Manager, Housing Navigator, Ambassador, and Activities Coordinator. Additional supportive services will be tailored to your needs. Each individual and/or family will have a Service Plan which will be reviewed by the Site Manager and updated as needed.

**7. Good Neighbor Orientation**

You will review and sign the Good Neighbor Agreement within 24 hours of moving in. You, your family members, and guests will be held to the behaviors and practices outlined in the Good Neighbor Agreement. Staff may provide additional orientation and/or training regarding best neighbor practices in which you will be required to participate. Violation of the Good Neighbor Agreement will be grounds for dismissal from the program.

The Good Neighbor Agreement has been reviewed with me by Dignity Village staff. I understand and agree to abide by the Good Neighbor Agreement. I further understand that a violation of the Good Neighbor Agreement may result in me and/or my family being asked to leave Dignity Village.

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

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

Resident Signature: \_\_\_\_\_

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

Dignity Village Staff Name: \_\_\_\_\_

Dignity Village Staff Signature: \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/1/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> (WC) Heffernan Insurance Brokers 1350 Carlbac Avenue Walnut Creek, CA 94596	<b>CONTACT NAME:</b> Walnut Creek AMS Team <b>PHONE (A/C. No. Ext):</b> 925-934-8500 <b>E-MAIL ADDRESS:</b> WalnutCreekAMS@heffins.com	<b>FAX (A/C. No):</b> 925-934-8278													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nonprofits Insurance Alliance of California</td> <td>11845</td> </tr> <tr> <td>INSURER B : State Compensation Insurance Fund</td> <td>35076</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits Insurance Alliance of California	11845	INSURER B : State Compensation Insurance Fund	35076	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
<b>INSURED</b> Building Opportunities for Self Sufficiency 1918 University Ave, Ste 2A Berkeley, CA 94704	BUILOPP-02														

**COVERAGES**

CERTIFICATE NUMBER: 1330780888

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL <input checked="" type="checkbox"/> \$1M/\$2M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		2024-21206-NPO	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFITS \$ INCLUDED
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		2024-21206-NPO	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2024-21206-UMB	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9362218-2024	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EMPLOYEE THEFT COVERAGE			2024-21206-PROP	7/1/2024	7/1/2025	LIMIT: \$300,000
A	SOCIAL SERV. PROFESSIONAL LIAB			2024-21206-NPO	7/1/2024	7/1/2025	EACH EVENT/AGGREG
A	Improper Sexual Conduct/Abuse			2024-21206-NPO	7/1/2024	7/1/2025	Limit/ Aggregate

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

Re: As Per Contract or Agreement on File with Insured. City of Alameda, its City Council, boards and commissions, officers & employees are included as an additional insured on General Liability policy per the attached endorsement, if required and also included as an additional insured on Automobile Liability policy, if required. The Additional Insured endorsement has been requested for the Automobile Liability policy from the insurance company and if approved will be forwarded when received.

7/3/2024

**CERTIFICATE HOLDER****CANCELLATION**

City of Alameda  
 2263 Santa Clara Avenue  
 Alameda, CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY  
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

---

**SCHEDULE**

**Name of Person or Organization:**

**A. Section II – WHO IS AN INSURED** is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

**B. Section III – LIMITS OF INSURANCE** is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

**C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



*A Head for Insurance. A Heart for Nonprofits.*

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

**b. Excess Insurance**

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
  - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Methods of Sharing**

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.