

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 18 day of January, 2023 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and CHRIST EPISCOPAL CHURCH ALAMEDA, a California corporation, whose address is 1700 Santa Clara Avenue, Alameda, CA 94501 (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Winter Warming Services. Provider was selected on a sole source basis because of their previous experience and skill in providing winter warming services to the unhoused.
- 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. The City and Provider desire to enter into an agreement for Winter Warming Services, 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 retroactively commence on the 23 day of December 2022, and shall terminate on the 30 day of April, 2023, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.

b. The total compensation for this Agreement shall not exceed \$70,000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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4. TIME IS OF THE ESSENCE:

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation,

military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

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

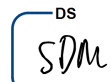
c. Provider’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

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

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


 Provider Initials

b. COVERAGE REQUIREMENTS:

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

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

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

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

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

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

c. SUBROGATION WAIVER:

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

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

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

11. CONFLICT OF INTEREST:

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

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt

to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

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

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager 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
Community Development Department
950 West Mall Square Suite 205
Alameda, CA 94501
ATTENTION: Lois Butler

Ph: (510)747-6894 / lbutler@alamedaca.gov

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

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

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

City of Alameda
Community Development Department
950 West Mall Square Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox
Ph: (510) 747-6893 / acox@alamedaca.gov

18. SAFETY:

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

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

19. TERMINATION:

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

steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

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

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

20. ATTORNEYS' FEES AND COSTS:

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. [See Certification of Compliance attached.]

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

23. CONFLICT OF LAW:

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

24. WAIVER:

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

25. INTEGRATED CONTRACT:

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

26. CAPTIONS:

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

27. COUNTERPARTS:

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

28. SIGNATORY:

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

29. CONTROLLING AGREEMENT:

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

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

CHRIST EPISCOPAL CHURCH
ALAMEDA
a (California corporation)

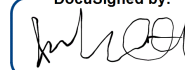
DocuSigned by:



24CEB847AF7244F...
The Reverend Stephen McHale
Chief Executive Officer

CITY OF ALAMEDA
a municipal corporation

DocuSigned by:



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Jennifer Ott
City Manager

DocuSigned by:



F16122950CAF481...
Nancy Salamy
Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:



03D4CD3886B6458...
Lisa Maxwell
Community Development Department

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



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Len Aslanian
Assistant City Attorney

Certification of Compliance With the City of Alameda's Vaccination Requirement

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated¹ against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

Christ Episcopal Church Alameda

Date: 12/21/2022

DocuSigned by:



By: Stephen McHale

Its Chief Executive Officer

¹ For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

EXHIBIT A

**City of Alameda
Community Development Department
Provider Scope of Work**

PROVIDER: Christ Episcopal Church

SUBCONTRACTOR: Housing Consortium of the East Bay (HCEB)

PROGRAMS: Winter Warming Services

CLIENTS TO BE SERVED: Up to 20 individuals per overnight service

CONTRACT AMOUNT: \$70,000

CONTRACT PERIOD: December 23, 2022 to April 30, 2023

SCOPE OF WORK:

I. Definitions

Winter Warming Services: provides individuals experiencing homelessness with indoor shelter on scheduled days during the months in which inclement weather is anticipated. In addition, scheduled days, Winter Warming Services provides two meals per day and access to support including referrals to resources.

Homeless Individuals: an individual with a primary nighttime residence that is a public or private place not designed for or ordinarily use as a regular sleeping accommodation for human beings, such as in a car, park, tent, or abandoned building, or on a bus or train.

II. Services to be Provided

PROVIDER with the support of SUBCONTRACTOR, shall implement the Winter Warming Center program serving homeless individuals. Under this Agreement, SUBCONTRACTOR will provide direct services to clients, coordinate programs and activities, and operate the Winter Warming Center.

The shelter will operate from 5:00 PM to 7:00 AM every Monday, Wednesday, and every Friday for a total of three nights per week.

At the minimum PROVIDER will ensure that the following service components will be provided by the SUBCONTRACTOR:

- a. Serve a minimum of 20 unduplicated homeless individuals per week. Warming Center capacity is 20 guests per night.
- b. Adhere to the Core Principles (Attachment A) established for the program that prioritize a housing first model, harm reduction approach, trauma informed care, and cultural competency, racial equity, and inclusivity in all facets of governance, operation, management, and service provision.
- c. Provide a welcoming, safe, sanitary, and inclusive environment for all participants and guests from all walks of life, regardless of race, creed, gender identity, color or religion. Any person in need: men, women, LGBTQ, is welcome to receive services without judgment.
- d. Develop a clearly defined staffing plan and reporting responsibilities to support planned activities and programs.

- e. Develop an outreach plan to inform potential clients and service providers about the availability of the program.
- f. Provide the following staffing for each day of operation:

PROVIDER (Christ Episcopal Church)

From 5pm-8pm:

- 1. Dinner Preparation and Service Volunteers
- 2. Shower Service Volunteers

SUBCONTRACTOR (HCEB):

From 4pm-midnight:

- 1. Program Manager Service Coordinator x1
- 2. Shelter Staff x1

From Midnight – 8am:

- 1. Shelter Staff x2

- g. On open nights and mornings, shelter operating hours will be 5:00 pm to 7:00 am.
- h. On open nights, from 4:00 pm to 5:00 pm conduct cleaning and sanitizing and set up sleeping arrangements prior to open hours.
 - 1. Floor swept and mopped
 - 2. Kitchen surfaces wiped down and sanitized daily at end of open hours.
 - 3. Restrooms wiped down and sanitized daily at end of open hours.
- i. On open mornings, from 7:00 am to 8:00 am, take down bedding, clean and sanitize after open hours.
 - 1. Walk the entire property at the end of shift and report any vandalism or debris to Church staff.
- j. Serve two meals: dinner and breakfast and offer showers to guests.
 - 1. Shower service and Dinner to be coordinated by PROVIDER volunteers.
 - 2. Shower service is restricted to overnight guests.
 - 3. Dinner service will follow COVID food handling protocol.
- k. Enroll walk-in participants onsite for immediate services. Accept referrals from Alameda Police Department, Village of Love, 211, and Coordinated Entry.
- l. Provide sleeping arrangements.
- m. Connect with service providers and provide service referrals as needed. Outreach for services available at the Day Center for daytime shelter.
- n. Enroll program in County HMIS and provide housing problem solving and coordinated entry system services for all guests.
- o. Develop, coordinate, implement, oversee, and evaluate Winter Warming Center operations, programs, and services. Services many include, but are not limited to, the following: intake, meals, information and referral, case management, showers, access to computers, housing navigation, etc.
- p. Ensure that the Winter Warming Center follows all Alameda County Department of Public Health COVID-19 health and safety protocols.
 - 1. Current County guidelines require shelter settings to provide onsite isolation and quarantine.

2. SUBCONTRACTOR will establish isolation and quarantine arrangements as needed.
3. SUBCONTRACTOR shall test all guests weekly on Friday evenings, using a rapid antigen test. If a guest is not present on Friday, they will be tested on the following Monday evening. All positive test results will be reported to Alameda Public Health and appropriate isolation and quarantine protocols will be followed.
4. Kitchen surfaces wiped down and sanitized daily at end of open hours.
5. Restrooms wiped down and sanitized daily at end of open hours.

Rules: Below is a condensed sample list of rules that PROVIDER with the support of SUBCONTRACTOR will communicate to and enforces with guests:

To keep order in the Warming Shelter we ask that everyone respect one another and their space:

1. Food and Drink: Guests are not permitted to bring outside food or drink into the building. No exceptions.
2. All overnight guests will be expected to keep their area clean.
3. No weapons will be allowed in or on property.
4. No Alcohol or drugs are allowed in or around the building. No smoking in the building. The use of drugs or alcohol on the property will lead to immediate eviction from property.
5. No abuse of staff or other guests. Threatening or violent behavior towards anyone in the building will not be tolerated. Bullying of any type will not be tolerated. Noncompliance can lead to a suspension of services for up to 30 days.
6. No viewing of inappropriate images or movies allowed on the property.
7. Clothing must be worn while sleeping.
8. No disturbing the peace. Once checked in for services, guests are expected to stay in. If a guest chooses to leave, guests will not be allowed back in.
9. Derogatory comments regarding race, creed, color, ethnic background, religion, or sexuality will not be tolerated.
10. One bag per person will be allowed for storage. The Provider and Subcontractor are not responsible for lost or stolen property.
11. Carts can be stored overnight behind the fence at the rear of the parking lot. All shopping carts must be removed in the morning when the Warming Center closes. Any belongings remaining after 7 am will be disposed of.
12. One approved pet per guest is allowed. Guests are responsible for the behavior of their pet and the pet must be always under the control of the guest. Leashes are required. If a pet's behavior disrupts Warming Center operations or harms another guest or staff member, the guest and their pet may be asked to vacate the premises. A pet's behavior in violation of the program rules can lead to a suspension of services for up to 30 days.
13. No food or drink allowed in the sleeping area.
14. All guests will be expected to remain law abiding.
15. Lights out and quiet time at 11 PM.
16. Guests will complete brief program intake and HMIS intake forms and provide signature acknowledging they understand the rules.
17. If guests are not satisfied with any aspect of the program operations, they are encouraged to present their concerns to the HCEB Program Manager. The Program Manager will respond to all concerns in a timely basis. If the guest is not satisfied with the Program Manager response, they can submit a formal grievance to the HCEB Director of Programs for the Unhoused. The HCEB Grievance Form is attached as Attachment C and will be provided to all guests upon request.

III. Program Evaluation and Reporting Requirements

- a. PROVIDER shall submit monthly reports no later than 10 days after the end of the month being reported. Monthly reports will include, at the minimum, the following data elements:
 - Number of clients served
 - Demographic information of clients
 - Description of services and resources provided
 - Other information that will help in the evaluation of the program
 - Copies of all Grievance forms.
- b. PROVIDER shall participate in the evaluation of the program to help identify areas that will improve service delivery, program effectiveness, and client outcomes. PROVIDER will implement program improvement strategies identified in the evaluation. Evaluation criteria will include approaches identified by the PROVIDER in its response to the Request for Proposal issued by the CITY.
- c. PROVIDER shall submit a final narrative report no later than 15 days after the completion of the contract. The report shall include a narrative accounting of the progress achieved toward the Scope of Work.
- d. PROVIDER shall make good faith efforts to provide other information, as requested by the City, in a timely manner.

Exhibit B

PROFESSIONAL SERVICES BUDGET			
Grantee Name:		HCEB	
Program		Alameda Warming Center	
I. DIRECT COSTS			
A. PERSONNEL			
	Annual Salary	# of Positions	12/23/22 - 4/30/23
Program Supervisor / Service Coordinator	\$ 60,000	1.00	\$ 13,200
Shelter Staff	\$ 40,560	3.00	\$ 26,770
Janitorial			\$ 3,400
Bookeeping			\$ 2,250
Subtotal			\$ 45,620
Fringe Benefits & Rate	rate:	33.00%	\$ 13,932
SUBTOTAL			\$ 59,552
Operations			
Initial Technology			\$ 950
Isolation and Quarantine Supplies			\$ 600
Cots			\$ 3,000
Linens, etc.			\$ 1,000
Laundry			\$ 1,047
Direct Client Expenses			\$ 6,640
Cleaning Supplies			\$ 2,500
Community Activities			\$ 2,500
COVID-Related Expenses			\$ 1,858
SUBTOTAL			\$ 20,094
TOTAL DIRECT COSTS			\$ 79,646
Admin Costs			
13%: To be billed in equal monthly installments			\$ 10,354
GRAND TOTAL			\$ 90,000

*\$70,000 Permanent Local Housing Allocation (PLHA) Funds

Attachment A

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.

Permanent Local Housing Allocation Final Guidelines



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833

October 2019

The matters set forth herein are regulatory mandates, and are adopted in accordance with the authorities set forth below:

Quasi-legislative regulations ... have the dignity of statutes ... [and]... delegation of legislative authority includes the power to elaborate the meaning of key statutory terms...

Ramirez v. Yosemite Water Co., 20 Cal. 4th 785, 800 (1999)

In consultation with stakeholders, the California Department of Housing and Community Development (Department) may adopt Guidelines to implement this Section, including determining allocation methodologies. Any guideline, rule, policy, or standard of general application employed by the Department in implementing this chapter shall not be subject to the requirements of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Title 2 Government Code, Part 1 of Division 3).

NOTE: Authority Cited: Health and Safety Code Section 50470, subdivision (d).

The Department reserves the right, at its sole discretion, to suspend or amend the provisions of these Guidelines, including, but not limited to, grant award amounts.

INTRODUCTION

Chapter 364, Statutes of 2017 (SB 2, Atkins) was part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it establishes a permanent source of funding intended to increase the affordable housing stock in California. The revenue from SB 2 will vary from year to year, as revenue is dependent on real estate transactions with fluctuating activity. The legislation directs the California Department of Housing and Community Development (Department) to use 70 percent of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing-related projects and programs to assist in addressing the unmet housing needs of their local communities. This program is hereafter referred to as the Permanent Local Housing Allocation (PLHA) program.

Guidelines for the PLHA program are organized into five Articles as follows:

Article I. General provisions: This article includes information on the purpose of the Guidelines, program objectives, and definitions used throughout the document.

Article II. Program funding: This article describes allocation formulas and methodologies, and award amounts.

Article III. Formula allocation component: This article describes the requirements for Applicants to apply for funds under the formula allocation of the PLHA program.

Article IV. Competitive allocation component: This article describes requirements and uses for PLHA competitive allocation funds.

Article V. Administration: This article describes administrative functions such as terms, non-performance remedies, and reporting and monitoring requirements.

Permanent Local Housing Allocation (PLHA) Program: 2019 Guidelines

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ARTICLE I. GENERAL PROVISIONS

Section 100. Purpose and Scope

- (a) These Guidelines (hereinafter “Guidelines”) implement, interpret, and make specific Chapter 364, Statutes of 2017 (SB 2, Atkins - hereinafter “SB 2”) as authorized by Health and Safety Code (HSC) Section 50470, which created the Building Homes and Jobs Trust Fund and the PLHA program. The principal goal of this program is to make funding available to eligible local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. Twenty percent of the funding in the Building Homes and Jobs Trust Fund is required to be expended for Affordable Owner-Occupied Workforce Housing, and the program prioritizes investments that increase the supply of housing to households that are at or below 60 percent of the Area Median Income (AMI), adjusted for household size.
- (b) These Guidelines establish terms, conditions, and procedures for local governments to submit applications to the Department for funds from the PLHA program’s three components, as listed below:
 - (1) Entitlement formula component per HSC 50470(b)(2)(B)(i)(I)
 - (2) Non-entitlement formula component per HSC 50470(b)(2)(B)(i)(II)
 - (3) Non-entitlement competitive grant program component per HSC 50470(b)(2)(B)(i)(I) (eligible Applicants are the same as for component 2 above)
- (c) The non-entitlement competitive grant program component prioritizes assistance to persons experiencing or At risk of homelessness.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(A), subdivision (b)(2)(B)(i) and subdivision (b)(2)(B)(ii)(I-V).

Section 101. Definitions

All terms not defined below shall, unless their context suggests otherwise, be interpreted in accordance with the meanings of terms described in HSC Section 50470.

- (a) “Accessory dwelling unit” (ADU) means a dwelling unit which is attached, detached or located within the living area of the existing dwelling or residential dwelling unit and which provides complete independent living facilities for one or more persons pursuant to Government Code (GC) Section 65852.2 and 65852.22. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling. An Accessory dwelling unit also includes the following: an efficiency unit, as defined in Section 17958.1 of the HSC, or a manufactured home, as

defined in Section 18007 of the HSC.

(b) "Activity" means any single eligible undertaking carried out as part of an Applicant's allocation(s) under the Program.

(c) "Affordable" means a housing unit that satisfies at least one of the following criteria:

1. If the unit is being rented to low-income, Very low-income or Extremely low-income households, it complies with the Multifamily Housing Program guidelines Section 7312 and the Section 7301 definition of "Affordable Rent"; or
2. If the unit is being sold, it is offered at an "Affordable housing cost", as published in the Fannie Mae Selling Guide, Part B, Debt to Income Ratios, as updated annually (<https://www.fanniemae.com/content/guide/selling/b3/6/02.html#DTI.20Ratios>), and it complies with the income limits stated in the definitions of Moderate-Income and Lower-Income in this section; or
3. If the unit is being rented to Moderate-Income households, it is available at a gross rent, including a utility allowance, that does not exceed 30 percent of the applicable income eligibility level, and complies with the definition of Moderate-Income in these guidelines

(d) "Affordable Owner-Occupied Workforce Housing" (AOWH) means owner-occupied housing per HSC Section 50092.1 that is affordable to persons and families of low or moderate income, as that term is defined in HSC Section 50093, except in High-cost areas where Moderate-income shall include households earning up to 150 percent of AMI.

(e) "Annual Progress Report" (APR) means the Housing Element APR required by GC Section 65400 on the prior year's activities and due to the Department April 1 of each year.

(f) "Annual Report" means a form issued by the Department and completed by a Local government awarded PLHA funds on which the Local government documents the uses and expenditures of any allocated funds and outcomes achieved.

(g) "Applicant" means an eligible Local government applying for the program to administer one or more eligible activities. Applicant also means a Local or Regional Housing Trust Fund delegated by an eligible Local government to apply for the program and administer its allocation in accordance with all program rules.

- (h) “Area Median Income” or “AMI” means the most recent applicable county median family income published by the Department, available at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>
- (i) “At risk of homelessness” means the same as defined in Title 24 Section 578.3 of the Code of Federal Regulations and also includes any household receiving rental assistance funded by the California Emergency Solutions and Housing (CESH) program or the California Homeless Emergency Aid Program (HEAP).
- (j) “Capitalized Reserve for Services” means the reserve funded by the Local government pursuant to Section 301(a)(5) to address project supportive service budget deficits attributable to shortfalls in service funding sources.
- (k) “Comprehensive Housing Affordability Strategy” or “CHAS” means annual data compiled by the United States Census Bureau for the U.S. Department of Housing and Urban Development (HUD) to document the extent of housing problems and housing needs, particularly for low-income households.
- (l) “Community Development Block Grant” or “CDBG” means the program created pursuant to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. 5301 et seq., as amended.
- (m) “Department” means the California Department of Housing and Community Development.
- (n) “Extremely Low Income” has the meaning set forth in HSC Section 50106, which is a maximum of 30 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (o) “Fund” means the Building Homes and Jobs Trust Fund pursuant to HSC Section 50470.
- (p) “High-cost area” means those counties defined as high cost by the Federal Housing Finance Agency (at: <https://www.fhfa.gov/DataTools/>) and those counties for which HUD adjusted the Very low income and low-income rents due to high costs (at: https://www.huduser.gov/portal/pdrdatas_landing.html), as published by the Department in the annual PLHA Notice of Funding Availability.
- (q) “Local government” means any city, including a charter city, any county, including a charter county, or a city and county, including a charter city and county.

- (r) "Local Housing Trust Fund" or "Regional Housing Trust Fund" means a public, joint public and private fund or charitable nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code, which was established by legislation, ordinance, resolution (including nonprofit articles of incorporation), or a public-private partnership organized to receive specific revenue to address local or regional housing needs.
- (s) "Low or Lower Income" has the meaning set forth in HSC Section 50079.5, which is a maximum of 80 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (t) "Moderate-Income" has the meaning set forth in HSC Section 50093, which is a maximum of 120 percent AMI, or in High-cost areas, 150 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.
- (u) "Non-entitlement local government" means a Local government in an area which is not a metropolitan city or part of an urban county, a Local government that, as of September 1, 2017, was an incorporated city with a population of less than 50,000 or a county with an unincorporated area population of less than 200,000 persons which had not entered into a three-year Urban County Cooperation Agreement, or a Local government that was not otherwise entitled to receive CDBG funds directly from HUD.
- (v) "Operating subsidies" means payments to owners of affordable housing developments that make the housing more affordable by covering a portion of the ongoing costs of operating the development. Such payments would have the same effect as rental assistance.
- (w) "Owner-occupied" means a dwelling which is occupied by the owner and includes a single family dwelling or a dwelling unit in a stock cooperative, as defined by Business and Professions Code (BPC), Section 11003.2, a community apartment project, as defined by BPC Section 11004, or a condominium project, as defined by subdivision (c) of BPC Section 11004. 5.
- (x) "Plan" means the document submitted by the Applicant to the Department as part of a complete application in which the Applicant proposes to use allocated funds for at least one eligible Activity. The Plan shall have a term of five years. In succeeding years, the Local government is required to obtain the approval of the Department for any amendments made to the Plan, as set forth in Section 302(c)(5).
- (y) "Permanent Local Housing Allocation Program", "Program", or "PLHA" means the program developed to annually allocate 70 percent of the moneys deposited into the Fund pursuant to HSC Section 50470(b)(2)(B)(i).

- (z) “Permanent supportive housing” has the same meaning as in HSC Section 50675.14, that is, housing with no limit on the length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent supportive housing may include associated facilities if used to provide services to housing residents. Permanent supportive housing does not include “health facility” as defined by HSC Section 1250 or any “alcoholism or drug abuse recovery or treatment facility” as defined by HSC Section 11834.02 or “Community care facility” as defined in HSC Section 1502, “Mental health rehabilitation centers” as defined in Section 5675 of the Welfare and Institutions Code (WIC), or other residential treatment programs.
- (aa) “Regional Housing Needs Allocation” or “RHNA” means the share of the regional housing need represented by persons at all income levels within the area significantly affected by the general plan of the city or county allocated to an Applicant Local government pursuant to GC Section 65584(b).
- (bb) “Sponsor” means the legal entity or combination of legal entities with continuing control of a Rental Housing Development. Where the borrowing entity is or will be organized as a limited partnership, Sponsor includes the general partner or general partners who have effective control over the operation of the partnership, or, if the general partner is controlled by another entity, the controlling entity. Sponsor does not include the seller of the property to be developed as the rental housing Project, unless the seller will retain control of the Project for the period necessary to ensure Project feasibility as determined by the Department.
- (cc) “Very Low Income” has the meaning set forth in HSC Section 50105, which is a maximum of 50 percent of AMI. Grantees shall utilize income limits issued by the Department at the following link:
<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470.5 and 50470, subdivision (b)(2).

ARTICLE II. PROGRAM FUNDING

Section 200. Allocations

- (a) SB 2 created a dedicated revenue source for affordable housing and directed the Department to make available 70 percent of the moneys in the Building Homes and Jobs Trust Fund, collected on and after January 1, 2019, to Local governments through the following allocations:

(1) Ninety percent of the moneys available shall be allocated based on the formula used under Federal law to allocate CDBG funds within California. This is the formula specified in Title 42 United States Code (USC), Section 5306.

(A) The amount of funds awarded to each Local government eligible for the entitlement formula component shall be determined by the 90 percent of PLHA funds available pursuant to this paragraph (1) and the percentage of funds received by the entitlement Local government in the CDBG federal fiscal year 2017 allocation process performed by HUD.

(B) Through the formula specified in paragraph (1), the percentage of funds allocated to Non-entitlement local governments shall be distributed to Non-entitlement local governments through a competitive grant program.

(2) Ten percent of the moneys available shall be allocated equitably among Non-entitlement local governments. The equitable allocation awarded to each Local government eligible for the Non-entitlement formula component shall be based on the sum of: (1) 50 percent of the funding available for the Non-entitlement formula component divided by the number of local governments eligible for the Non-entitlement formula component and (2) 50 percent of the funding allocated in proportion to each Non-entitlement local government's share of the total most severe housing need in California's Non-entitlement local governments, based upon the most recent HUD Comprehensive Housing Affordability Strategy.

(b) After funds are appropriated by the Legislature as part of the budget act, the Department will issue one or more Notices of Funding Availability (NOFA). Local governments shall submit an application under the NOFA pertaining to the specific allocation for which the Local government is eligible.

(c) It is recommended that Local governments that were urban counties in accordance with the distribution of funds pursuant to the formula specified in 42 USC, Section 5306 for the federal fiscal year 2017 provide a proportional share of their allocations to Local governments within their county with which they had a three-year Urban County Cooperation Agreement as of September 1, 2017, provided that these Local governments meet the threshold requirements of the PLHA and expend sub-allocated funds for eligible activities within the deadlines of the Standard Agreement governing the sub-allocation.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

Section 201. Award Amounts

(a) The formula allocation amounts derived pursuant to the formulas in Section 200 will be announced in the NOFA.

- (b) The maximum application amount and the minimum application amount for the competitive allocation will be stated in the NOFA.
- (c) An Applicant may apply for its formula allocation from the current and two prior NOFAs for which it did not receive an award, provided that the award meets the requirements of Section 304(a).

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

ARTICLE III. FORMULA ALLOCATION COMPONENT

Section 300. Eligible Applicants

- (a) Eligible Applicants for the entitlement formula component described in Section 100(b)(1) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section 5306.
- (b) Eligible Applicants for the non-entitlement formula component described in Section 100(b)(2) and the competitive grant program component described in Section 100(b)(3) are limited to the Non-entitlement local governments.
- (c) A Local government may delegate another Local government to submit an application and administer on its behalf its formula allocation of Program funds, provided that the Local governments enter into a legally binding agreement and the funds are expended for eligible Activities and consistent with Program requirements. The delegating Local government shall be identified in the application. The administering Local government shall be responsible for all Program requirements.
- (d) A Local government may delegate a Local or Regional Housing Trust Fund to submit an application and administer on its behalf its formula allocation of Program funds, provided that the Local government enters into a legally binding agreement with the Local or Regional Housing Trust Fund and the funds are expended for eligible Activities and consistent with Program requirements. The delegating Local government shall be identified in the application. The Local or Regional Housing Trust Fund shall be responsible for all Program requirements.
- (e) An Applicant shall not be eligible to receive a new allocation of PLHA funds if it has an uncommitted amount of formula PLHA funds greater than the following:
 - (1) Four times the pending annual allocation if the pending annual allocation is \$125,000 or less;
 - (2) \$500,000 if the pending annual allocation is greater than \$125,000 and less than \$500,000;

- (3) The amount of the pending annual allocation if the pending allocation is \$500,000 or more.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B).

Section 301. Eligible Activities

(a) Eligible Activities are limited to one or more of the following:

- (1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is Affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary Operating subsidies.
- (2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
- (3) Matching portions of funds placed into Local or Regional Housing Trust Funds.
- (4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
- (5) Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
- (6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - (A) This Activity may include subawards to Administrative Entities as defined in HSC Section 50490(a)(1-3) that were awarded CESH program or HEAP funds for rental assistance to continue assistance to these households.
 - (B) Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core

components of Housing First, as provided in WIC Section 8255, subdivision (b).

- (7) Accessibility modifications in Lower-income Owner-occupied housing.
 - (8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
 - (9) Homeownership opportunities, including, but not limited to, down payment assistance.
 - (10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing Projects, or matching funds invested by a county in an Affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing Project.
- (b) A Local government that receives an allocation shall use no more than 5 percent of the allocation for costs related to the administration of the Activity(ies) for which the allocation was made. Staff and overhead costs directly related to carrying out the eligible activities described in Section 301 are “activity costs” and not subject to the cap on “administrative costs.” A Local government may share any funds available for administrative costs with entities that are administering its allocation.
 - (c) Two or more Local governments that receive PLHA allocations may expend those moneys on an eligible jointly funded project as provided for in Section 50470 (b)(2)(B)(ii)(IV). An eligible jointly funded project must be an eligible Activity pursuant to Section 301(a) and be located within the boundaries of one of the Local governments.
 - (d) Entitlement Local governments may use the flow of PLHA funds to incentivize private lender loans and to guarantee payments for some or all public agency bond financings for activities consistent with the uses identified in Section 301 “Eligible Activities”. This loan guarantee Activity must be identified and fully explained in the Applicant’s “Plan”.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivisions (b)(2)(B)(ii)(IV), (b)(2)(D)(i-x), and (b)(3).

Section 302. Threshold Requirements

Applicants must meet all the following threshold requirements for participation in the formula allocation:

- (a) **Housing Element compliance:** The Applicant and any delegating Local government, if applicable, must have a Housing Element that has been adopted by the Local

government's governing body by the application deadline and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585. A Local government's current Housing Element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element>.

- (b) **APR on the Housing Element submitted to the Department:** The Applicant and any delegating Local government, if applicable, must submit to the Department the APR required by GC Section 65400 for the current or prior year by the application deadline date.
 - (1) Please be advised that the Department will not accept other reports in lieu of the APR. Housing Authority Financial Reports, Redevelopment Reports, and other similar reports will not be accepted as meeting this requirement. If uncertain of the status of the report submittal for a Local government, please contact the Department for more information.
- (c) Submit, by the deadline specified in the NOFA, on a form made available by the Department, a complete application which shall meet the following minimum requirements:
 - (1) Application requests an allocation pursuant to Section 200 in order to carry out one or more of the eligible activities described in Section 301. Except for a jointly funded project as described in Section 301(c), any activities must be carried out within the jurisdiction of the Applicant Local government.
 - (2) Submission of the application is authorized by the governing boards of the Applicant.
 - (3) Certification in the resolution that, if the Local government proposes allocation of funds for any Activity to another entity, the Local government's selection process shall avoid conflicts of interest and shall be accessible to the public. For the purposes of this paragraph, "entity" means a housing developer or program operator; "entity" does not mean an administering Local government to whom a Local government delegates its PLHA formula allocation, pursuant to Section 300(d).
 - (4) A Plan detailing:
 - (A) The manner in which allocated funds will be used for eligible Activities.
 - (B) A description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of AMI. Programs targeted at households at or below 60 percent of AMI will be deemed to meet this requirement.

- (C) A description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.
- (D) Evidence that the Plan was authorized and adopted by resolution by the Local government and that the public had an adequate opportunity to review and comment on its content.
- (E) The following for each proposed Activity:
 - (i) A description of each proposed Activity, pursuant to Section 301, and the percentage of funding allocated to it. The description shall specifically include the percentage of funds, if any, directed to AOWH.
 - (ii) The projected number of households to be served at each income level and a comparison to the unmet share of the RHNA at each income level.
 - (iii) A description of major steps/actions and a proposed schedule required for the implementation and completion of the Activity.
 - (iv) The period of affordability and level of affordability for each Activity. Rental Projects are required to have affordability periods of at least 55 years.
- (5) The Plan submitted in response to the NOFA shall be for a term of five years. Local governments shall obtain approval of the Department for amendments made to the Plan in each succeeding year of the term of the Plan. Reallocations of more than 10 percent of funds among Activities require amendment of the Plan, with approval granted by the governing body at a publicly noticed public meeting.
- (6) A certification that, if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the following requirements if the property is no longer the primary residence of the homeowner due to sale, transfer or lease, unless it is in conflict with the requirements of another public funding source or law:
 - (A) The PLHA loan and any interest thereon shall be repaid to the Local government's PLHA account. The Local government shall reuse the repayments consistent with Section 301; or
 - (B) The initial owner and any subsequent owner shall sell the home at an Affordable housing cost to a qualified Lower-Income or Moderate-Income household; or
 - (C) The homeowner and the Local government shall share the equity in the unit pursuant to an equity-sharing agreement. The grantee shall reuse the proceeds

of the equity-sharing agreement consistent with this section.

- (7) A certification that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.
- (8) A Program income reuse plan describing how repaid loans will be reused for eligible activities specified in Section 301.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

Section 303. Application Review

- (a) Applicants must submit a complete application by the deadline stated in the NOFA in order to be eligible for funding. Application forms provided by the Department will be available upon release of the NOFA and will require Applicants to submit the forms and other documents to demonstrate that the Local government has met threshold requirements.
- (b) The Department may request additional information to complete its review.
- (c) Applications recommended for funding are subject to conditions specified by the Department. Applicants will receive an official letter of award after the Department approves funding recommendations.
- (d) The Department may issue an Over-the-Counter formula allocation NOFA after completing the NOFA process so that Local governments who were not able to submit formula allocation applications by the application deadline will have another opportunity to do so.
- (e) If funding proposed in Local government Plans for AOWH activities is lower than 20 percent of the moneys available in the Fund, the Department may require Local governments to use a specific percentage of their annual formula allocations in some future year for AOWH activities as part of the annual funding process.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(A).

Section 304. Deadlines and Funding Requirements

- (a) The initial PLHA application, including the Plan, must be submitted within 48 months of the budget appropriation (for example, the budget appropriation for 2019 is July 1, 2019, so the application deadline is June 30, 2023).
- (b) Funds allocated to Local governments that do not submit a complete application by the deadline stated in subsection (a) will revert to the Housing Rehabilitation Loan Fund for the Multifamily Housing Program or for Department-administered technical assistance to Local governments.
- (c) A Local government may petition the Department to return any funds allocated to it to be used for the Multifamily Housing Program.
- (d) Except for predevelopment expenses for construction projects funded by PLHA and costs to develop and prepare the Plan and the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the Plan and the PLHA application are subject to the cap on administrative fees.
- (e) After the Standard Agreement and attachments have been finalized, the Local government will follow provided instructions for signing all required documents. The Local government must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instruction.
- (f) After the Standard Agreement has been executed by the state, the Local government may submit a request for 100 percent of the funds allocated to be used for eligible expenditures for the Activity(ies) that received the award, and subject to the terms and conditions of the Standard Agreement.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i) and subdivision (b)(2)(B)(ii)(VI).

ARTICLE IV. COMPETITIVE ALLOCATION COMPONENT

Section 400. Eligible Applicants

- (a) Eligible Applicants for the non-entitlement competitive allocation described in Section 100(b)(3) are limited to Non-entitlement local governments. For development of Rental Housing Projects, the Sponsor must be a co-Applicant.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I).

Section 401. Eligible Activities

- (a) Eligible Activities are limited to the following and must take place within the jurisdiction of the Applicant Local government:
- (1) Development of new multifamily rental housing that is Affordable to households at or below 60 percent of AMI or substantial rehabilitation of multifamily rental housing that will be Affordable to households at or below 60 percent of AMI, but which is not currently restricted as Affordable housing; or
 - (2) Assistance to persons who are experiencing or At risk of homelessness, including, but not limited to, through rapid rehousing, or rental assistance, supportive services and case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers, or new construction, rehabilitation, or preservation of permanent or transitional rental housing.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I)(ia), (b)(2)(B)(i)(I)(ib) and subdivision (b)(2)(B)(ii)(V).

Section 402. Threshold Requirements

Applicants must meet all the following threshold requirements for participation in the competitive allocation:

- (a) **Housing Element compliance:** The Applicant must have a Housing Element that has been adopted by the jurisdiction's governing body by the application deadline date and subsequently determined to be in substantial compliance with state Housing Element Law pursuant to GC Section 65585. A Local government's current Housing Element compliance status can be obtained by referencing the Department's website at <http://www.hcd.ca.gov/community-development/housing-element>.
- (b) **APR on the Housing Element submitted to the Department:** The Applicant must submit to the Department the APR required by GC Section 65400 for the current or prior year by the application deadline date.
 - (1) Please be advised that the Department will not accept other reports in lieu of the APR. Housing Authority Financial Reports, Redevelopment Reports, and other similar reports will not be accepted as meeting this requirement. If uncertain of the status of the report submittal for a Local government, please contact the Department for more information.
- (c) Submit by the deadline specified in the NOFA, on a form made available by the Department, a complete application which shall meet the following minimum requirements:
 - (1) Application requests a grant pursuant to Section 100(b)(3) in order to carry out one

or both of the eligible Activities set forth in Section 401.

- (2) Submission of the application is authorized by the governing board of the Applicant and by the developer co-applicant, if any.
- (3) Certification in the resolution that, if the Local government proposes allocation of funds for any Activity to another entity, the selection process shall avoid conflicts of interest, and shall be accessible to the public.
- (4) Demonstration of readiness, including site control for development Projects, land use entitlements, environmental review and commitments of other funding and resources required, as further set forth in the NOFA;
- (5) Underwriting requirements:
 - (A) Uniform Multifamily Regulations Subchapter 19 of Title 25, Division 1, Chapter 7 (commencing with Section 8300), as amended from time to time, and the Multifamily Housing Program Guidelines (commencing with Section 7300), as amended from time to time, are hereby incorporated by reference into this subchapter and shall apply to Rental Housing Developments receiving assistance under the PLHA competitive allocation. In the event of a conflict between the provisions of Subchapter 19 and these Guidelines, the provisions of these Guidelines shall prevail.
 - (i) Section 8312(c) of the Uniform Multifamily Regulations is hereby amended to read:
 - (c) For Projects utilizing 4 percent tax credits, Developer Fee payments shall not exceed the amount that may be included in Project costs pursuant to 4 CCR, Section 10327. In addition, the Developer Fee paid from development funding sources shall not exceed the following:
 - (1) For acquisition and/or rehabilitation Projects, or adaptive reuse Projects, the lesser of the amount of Developer Fee in Project costs or \$2,000,000.
 - (2) For new construction Projects, the base limit shall be the lesser of the amount that may be included in Project costs or \$2,200,000. To arrive at the final limit on Developer Fee paid from development funding sources, the base limit shall then be multiplied by a ratio that is the average of (i) the difference between 2 and the Project's high-cost ratio, as calculated pursuant to 4 CCR, Section 10317(i)(6) or successor language and (ii) 100 percent.
 - (ii) Section 8312(d) of the Uniform Multifamily Regulations shall not apply.
 - (iii) Section 8314(a)(1)(A) of the Uniform Multifamily Regulations is amended to read:
 - (A) Approved deferred Developer Fee, pursuant to Section 8312, provided that the aggregate of the Developer Fee paid from sources and paid as deferred shall not exceed \$3,500,000.

(B) Period of affordability: All assisted rental units shall be restricted for not less than 55 years.

(C) All development Projects shall demonstrate fiscal integrity.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

Section 403. Selection Criteria

(a) Applications submitted within a competitive funding round shall be evaluated using the following criteria. Total available points shall equal 100.

1. Priority Points – 25 points

A. Population - 5 points

- (i) If the Applicant is a county that has a population of 200,000 or less within the unincorporated areas of the county, the Applicant shall receive all points.

B. Prior Award – 5 points

- (i) If the Applicant did not receive an award based on the formula specified in 42 USC, Section 5306 in 2016, the Applicant shall receive all points.

And either C (i) or C (ii) or C (iii) below:

C. Activity

- (i) Assistance for Homeless Persons through Program Activities – 15 points

- (a) Applications to assist persons experiencing or At risk of homelessness, including, but not limited to, through programs providing rapid rehousing, or rental assistance, or operating assistance to navigation centers shall receive all points.

Or

- (ii) Assistance to Homeless Persons through Development of Navigation Centers– 15 points

- (a) Applications for construction of navigation centers shall receive all points.

Or

(iii) Assistance for Homeless Persons through Rental Projects – 15 points

- (a) Applications for the new construction, rehabilitation, or preservation of permanent or transitional rental housing in which all or at least 10 percent of the units are restricted to occupancy by tenants who are homeless or At risk of homelessness shall receive all points.

2. Evaluation Criteria – 75 points

Precise scoring for these factors will be set forth in the NOFA.

A. Community Need – 30 points

- (i) Applicants will receive up to a maximum of 30 points based on the rate of households experiencing the most severe housing need according to the most recent HUD CHAS dataset in the Applicant Local government. Applicants will receive points in proportion to this percentage.

B. Applicant Administrative Experience – 15 points

- (i) Applicants with prior experience administering local, state or federal affordable housing or community development programs or who have entered into a contract with an entity with prior experience in the implementation of local, state or federal affordable housing or community development programs will receive up to 15 points.

C. Demonstrated Capacity – 30 points

- (i) Capacity points will be based on:

- (a) Sponsor experience in Affordable Rental Housing Development and ownership (Up to 30 points) or
- (b) Navigation center development experience (for development of these facilities) (Up to 30 points) or
- (c) Program Operator experience (for non-development Activities) (Up to 30 points)

- (b) Where applications requesting funds for more than one eligible Activity pursuant to Section 401 are permitted by the NOFA, each Activity will receive a separate score for each rating factor, and have an individual Activity total. It is possible that one Activity may score highly enough to receive an award, and the other Activity does not.

- (c) In the event of tied point scores and insufficient funding for both applications, the Department shall rank the tied applications as follows:

- (1) If one of the tied applications is for an Affordable Rental Housing Development and the other is for a program Activity or development of a navigation center, the

- Affordable Rental Housing Development application will be selected for funding;
- (2) If one of the tied applications is for a navigation center and the other is for a program Activity, the navigation center will be selected for funding;
 - (3) If both of the tied applications are for Affordable Rental Housing Developments, the Project with the lowest weighted average affordability of Restricted Units will be selected;
 - (4) If both of the tied applications are for navigation centers, the facility that provides overnight shelter to the greatest number of people will be selected;
 - (5) If both of the tied applications are for programs, the Local government with the highest rate of households experiencing the most severe housing need according to the most recent HUD CHAS dataset will be selected.
- (d) In the event there are insufficient funds to fulfill the entire funding request for the next highest scored application (Application A), the Department will determine whether Application A is feasible without the full funding request. If Application A is not feasible without full funding, the Department may offer the remaining funds to the application whose score is immediately below Application A. If the remaining funds are insufficient to fulfill the funding request for that application (Application B), the Department will again determine whether this application is feasible without the full funding request. If Application B is not feasible without the full funding request, the Department will perform the same analysis for the application whose score is immediately below Application B.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(i)(I)(ia) and subdivision (b)(2)(B)(ii)(V).

Section 404. Application Review

- (a) Applicants must submit a complete application by the deadline stated in the NOFA in order to be eligible for funding. Application forms provided by the Department will be available upon release of the NOFA and will require Applicants to submit the forms and other documents to demonstrate that the Local government has met threshold requirements. The application will require submission of documentation adequate to demonstrate that the application has earned the appropriate number of points.
- (b) The Department may request additional information to complete its review, provided that the new information would not affect scoring.
- (c) Applications recommended for funding are subject to conditions specified by the Department. Applicants will receive an official letter of award after the Department approves funding recommendations.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii).

Section 405. Deadlines and Funding Requirements

- (a) Applicants will be required to enter into a state Standard Agreement (Standard Agreement) that will set forth conditions for funding and milestones that are required to be met.
- (b) After the Standard Agreement and attachments have been finalized, the Local government will follow provided instructions for signing all required documents. The Local government must submit all supporting materials and a signed Standard Agreement within the timeline provided in the instructions or risk forfeiting the grant award.
- (c) Except for predevelopment expenses for construction projects funded by PLHA and the costs to develop and prepare the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the PLHA application is subject to the cap on administrative fees.
- (d) Grant funds shall not be disbursed until:
 - (1) the Department authorizes loan closing, in the case of development projects; or
 - (2) all general and special conditions have been complied with, in the case of other Activities.
- (e) If funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Department-approved underwriting of the project for at least 55 years.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(VI).

ARTICLE V. ADMINISTRATION

Section 500. Accounting Records

- (a) The grantee shall establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the approved work plan, budget, and schedule. Separate bank accounts are not required.
- (b) The grantee shall maintain documentation of its financial records for expenditures incurred during the course of the PLHA Activity in accordance with generally accepted accounting principles. Such records shall be kept for at least five years after the close-out report is submitted to the Department.

- (c) The Department or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the PLHA grant.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(III) and subdivision (b)(2)(B)(IV) and subdivision (b)(3).

Section 501. Audits/Monitoring of Project Files

- (a) Grantee shall maintain PLHA files which, at a minimum, should include the following information and reports:
 - 1) Project/Activity description
 - 2) Land/site Information
 - 3) Planning & zoning history (as appropriate)
 - 4) Records of public hearings and public comments
 - 5) Relocation needs (as appropriate)
 - 6) Contracts, loan and grant agreements, Standard Agreement
 - 7) Environmental records & reports/findings (as appropriate)
 - 8) Design/engineering reports & plans (as appropriate)
 - 9) Description of targeted beneficiaries, services to be provided, household incomes, special needs
 - 10) PLHA Activity costs, invoices, purchase orders, sources and uses of funds for PLHA Activities, terms & conditions of financings, draws and all supporting documentation, change orders (as appropriate)
 - 11) Activity schedule and amendments
 - 12) History of Plan amendments
 - 13) Procurement policy used for PLHA Activity(ies)
- (b) The grantee shall maintain such records for possible audit for a minimum of three years after the close-out report is submitted, unless a longer period of records retention is stipulated in the Standard Agreement.
- (c) The grantee shall be responsible for monitoring Rental Housing Developments that received PLHA funds for the term of the loan, including, but not limited to, the Projects' compliance with the occupancy and rent requirements set forth in the Regulatory Agreement, compliance with reserve requirements, and the compliance with habitability standards.
- (d) The grantee shall be responsible for monitoring AOWH loans to assure that the homes remain Owner-occupied.
- (e) If requested by the Department, the grantee shall obtain a report from a qualified,

licensed third party that certifies to the amounts of disbursement and identifies the specific Activities for which the disbursements were made. Such a report is permitted to be a component of the A-133 audit.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(IV) and subdivision (b)(3).

Section 502. Cancellation and Termination

- (a) In the event that it is determined, at the sole discretion of the Department, that the grantee is not meeting the terms and conditions of the Standard Agreement, the Department shall issue a notice to stop work. Immediately upon receiving the written notice to stop work, the grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine the grantee's compliance with the terms and conditions after issuance of a stop work order, and to deliver a written notice to the grantee to resume work under this Standard Agreement.
- (b) The Department shall terminate the Standard Agreement if the grantee is not in compliance with the Guidelines or the terms and conditions of the Standard Agreement. At least 30 days prior to the effective date of the termination of the Standard Agreement, the Department shall provide written notice to the grantee of its intent to cancel the funding allocation. The notice shall specify the reason for early termination and may permit the grantee or the Department to cure any deficiency(ies) prior to the early termination date. The grantee will submit requested documents to the Department within 30 days of the early termination notice.
- (c) Failure to meet reporting requirements will result in notice to the grantee that it must satisfactorily cure any deficiencies within three months of the notice or it will forfeit the following year's PLHA formula allocation and be ineligible for a competitive award. The Local government will forfeit subsequent PLHA formula allocations and be ineligible for a competitive award until the Department determines that the Local government has met reporting requirements.
- (d) The Department may, as it deems appropriate or necessary, request the repayment of funds from a Local government or offset future years' funds, or pursue any other remedies available to it by law for failure to comply with the Guidelines and/or the terms and conditions of the Standard Agreement.
- (e) Co-Applicants may be adversely impacted by a notice to stop work and/or termination if one grantee is deemed by the Department to not meet the terms and conditions of the Standard Agreement, or fails to meet the reporting requirements outlined in Section 503.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(IV) and subdivision (b)(3).

Section 503. Reporting

- (a) The Department shall provide grantees with reporting formats and instructions.
- (b) Annual Reports are required from all grantees pursuant to HSC Section 50470(b)(2)(B)(ii)(III) each year by July 31 for the term of the Standard Agreement. The Annual Report shall document the uses and expenditures of all awarded allocations and outcomes achieved. This report must be signed by both the Local government's PLHA administrator and the Local government's City Manager (or his/her designee), or Chief Executive Officer (or his/her designee) or Chief Financial Officer (or his/her designee). The Annual Report must describe any proposed amendment(s) to the approved Activity and schedule.
- (c) Upon expenditure of all allocated funds and completion of the Activities funded by PLHA, the grantee shall submit a close-out report, which will be part of the Annual Report.
- (d) The Department may request additional information as needed to meet other applicable reporting or audit requirements.

NOTE: Authority cited: HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(III) and subdivision (b)(2)(B)(ii)(IV).

ATTACHMENT C

HOUSING CONSORTIUM OF THE EAST BAY GRIEVANCE FORM

GUEST NAME: _____ PHONE #: _____

PROGRAM NAME: Alameda Winter Warming Center

1. Please describe your grievance, including the dates and times of any incidents, and the name(s) of the HCEB staff member(s) involved:

(Attach additional pages if necessary.)

2. Please describe the resolution you would like to see for this issue:

GUEST SIGNATURE

DATE

DATE RECEIVED:

RECEIVED BY:

RESPONSE DATE:

NOTES:



CHRIEPI-03

BROOKEB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2022

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

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

PRODUCER License # 0E77991 ChurchWest Insurance Services (ACG) 201 Cajon Street Redlands, CA 92373	CONTACT NAME: Brooke Beck PHONE (A/C, No, Ext): (800) 843-6054 FAX (A/C, No): (909) 307-1245 E-MAIL ADDRESS: brooke@churchwest.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Brotherhood Mutual Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Christ Episcopal Church in Alameda, CA 1700 Santa Clara Alameda, CA 94501	NAIC # 13528	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER: General Aggregate	X		04M5A0494326	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	General Liability			04M5A0494326	12/1/2022	12/1/2023	Professional Liab. \$ 1,000,000

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

RE: Homeless Shelter program at Christ Episcopal Church in Alameda

The City, its City Council, boards, commissions, officials, employees, agents and volunteers are named as Additional Insured with regards to General Liability per endorsement attached.

"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."

10 Day notice of cancellation applies with regards to Non-Payment of premium.

DS
 Le 1/18/2023

CERTIFICATE HOLDER

CANCELLATION

City of Alameda 2263 Santa Clara Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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

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

ADDITIONAL INSURED ENDORSEMENT ADDITIONAL CONDITION

ADDITIONAL CONDITION

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

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

OTHER PROVISIONS

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



MinistryFirstsm Commercial Multi-Peril Insurance Coverage Summary

These are your policy's Declarations.

Renewal of 04M5A0494326

Christ Episcopal Church in Alameda, California

1700 Santa Clara Ave
Alameda, CA 94501-2515

Policy Number 04M5A0494326

Brotherhood Mutual Insurance Company
Print Date: October 21, 2022
Policy Period: 12/01/2022 at 12:01 a.m. to
12/01/2023 at 12:01 a.m.

909-307-8500

Churchwest Insurance Services 4002-013

Www.Churchwest.Com

201 Cajon Street
Redlands, CA 92373-4645

Contact your agent with your customer
service questions, including updating your
policy or reporting a claim.

*****.brotherhoodmutual.com/payonline**

For your convenience, you can make
premium payments online.

NAMED INSURED	Christ Episcopal Church in Alameda, California
POLICY NUMBER	04M5A0494326
POLICY PERIOD	12/01/2022 at 12:01 a.m. to 12/01/2023 at 12:01 a.m.

Key Facts About Your Policy

These Declarations replace your previous ones. Your policy's Declarations contain a summary of the coverage contained in the insurance policy.
Your policy contains a full explanation of your coverage.

AGREEMENT: In return for the payment of the premium and subject to all the terms of the policy, we agree to provide the insurance stated in the policy.

TYPE OF ORGANIZATION:	Church Institution
FORM OF ORGANIZATION:	Corporation

Policy Overview

COVERAGE DESCRIPTION	DETAILS	COVERAGE DESCRIPTION	DETAILS
Property Coverage	Page 2 - 6	Terrorism Premium	\$383 (See Notice Form BN-6-DX 3.0 for details)
Liability Coverage	Page 7 - 14		
Excess Liability Coverage	Page 15 - 15		

Policy Premium Overview

This premium is subject to adjustment at each anniversary. This premium is subject to adjustment due to premium audit provision.

ANNUAL PREMIUM:	\$22,730.00	PAYMENT SCHEDULE:	See invoice.
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Common Policy Forms

FORM	FORM NAME	FORM	FORM NAME
BN2B 1.1	Notice to our Policyholder	CL100 1.0	Common Policy Conditions
CL300 1.0	Amendatory Endorsement	CP11.0	Table of Contents
BCP100 4.5	Commercial Property Coverage Conditions	GL100 1.0	Commercial Liability Coverage
BCL301 1.0	Form Number Reference	BN11A 1.2	Customer Notice: Value-Added Benefits
BCL120 1.0	Amendatory Endorsement - Assignment	CL0162 01 19	Amendatory Endorsement California
BN1B 1.0	Notice Of Payment-Related Charges	BCL100 1.1	Additional Policy Conditions
EX0606 1.0	Conditional Terrorism Exclusion	BN6EX 4.0	Notice-Cond Excl-Terrorism-Related Loss
BN-6-DX 3.0	Terrorism Related Loss		



NAMED INSURED

Christ Episcopal Church in Alameda,
California

POLICY NUMBER

04M5A0494326

POLICY PERIOD

12/01/2022 at 12:01 a.m. to 12/01/2023 at
12:01 a.m.

Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Property Coverage Details

PROPERTY DEDUCTIBLE \$5,000
GLASS DEDUCTIBLE \$500

Schedule of Locations

LOCATION #	DESCRIPTION	ADDRESS
1/1	Multi-Purpose	1700 Santa Clara Ave Alameda, CA 94501-2515
1/2	Guild Hall/Parish Hall	1700 Santa Clara Ave Alameda, CA 94501-2515
2/1	Rental Dwelling	1714 Santa Clara Ave Alameda, CA 94501-2515

Schedule of Buildings and Personal Property

MULTI-PURPOSE		1700 Santa Clara Ave Alameda, CA 94501-2515					LOCATION 1/1	
COVERAGE DESCRIPTION (INCL. TYPE OF PROPERTY)	COVERAGE LIMIT	COINSURANCE	EQ DED	VALUATION TYPE	AUTO INCR	PERIL TYPE	FORM	
Building	See Combined Schedule							
Personal Property	See Combined Schedule							
Building Ordinance & Law Cost of Construction	\$1,000,000	N/A	N/A	N/A	N/A	N/A	BCP138 4.5	
Building Ordinance & Law Increased Building Loss	\$10,148,000	N/A	N/A	N/A	N/A	N/A	BCP138 4.5	
Building Ordinance & Law Increased Debris Removal	\$1,000,000	N/A	N/A	N/A	N/A	N/A	BCP138 4.5	

GUILD HALL/PARISH HALL		1700 Santa Clara Ave Alameda, CA 94501-2515					LOCATION 1/2	
COVERAGE DESCRIPTION (INCL. TYPE OF PROPERTY)	COVERAGE LIMIT	COINSURANCE	EQ DED	VALUATION TYPE	AUTO INCR	PERIL TYPE	FORM	
Building	See Combined Schedule							
Personal Property	See Combined Schedule							



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Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

RENTAL DWELLING

1714 Santa Clara Ave Alameda, CA 94501-2515

LOCATION 2/1

COVERAGE DESCRIPTION (INCL. TYPE OF PROPERTY)	COVERAGE LIMIT	COINSURANCE	EQ DED	VALUATION TYPE	AUTO INCR	PERIL TYPE	FORM
Building	See Combined Schedule						
Personal Property	See Combined Schedule						

Combined Schedule(s) of Buildings and Personal Property (Includes Statement of Values) - BCP-147

GROUP A		COMBINED LIMIT: \$14,645,000	
COINSURANCE:	Agreed Amount	AUTOMATIC INCREASE:	0%
VALUATION TYPE:	Replacement Cost	PERIL FORM:	BCP85 4.5
PERIL TYPE:	Special with Theft	EARTHQUAKE DEDUCTIBLE:	Exclude Earthquake

COVERAGE DESCRIPTION (INCL. TYPE OF PROPERTY)	ROOF SETTLEMENT OPTION	VALUE
Location 1/1 (MultiPurp): 1700 Santa Clara Ave, Alameda, CA, 94501-2515		
Building	Replacement Cost	\$10,148,000
Personal Property	N/A	\$2,030,000
Location 1/2 (Guild Hall/Parish Hall): 1700 Santa Clara Ave, Alameda, CA, 94501-2515		
Building	Replacement Cost	\$1,475,000
Personal Property	N/A	\$296,000
Location 2/1 (Rental): 1714 Santa Clara Ave, Alameda, CA, 94501-2515		
Building	Replacement Cost	\$662,000
Personal Property	N/A	\$34,000



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Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Schedule of Additional Coverages: All Locations

The policy's property deductible applies to each of these coverages. Details are found on the Commercial Property Coverages BCP12BCA 4.5 form.

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Property Off Premises	\$50,000+	\$5,000	BCP12BCA 4.5
Owned Personal Property-Parsonage	\$10,000	\$5,000	BCP12BCA 4.5
Building/Personal Property - Newly Acquired/Constructed	\$2,000,000++	\$5,000	BCP12BCA 4.5
Outside Objects and Structures	\$20,000/category, \$30,000 Total	\$5,000	BCP12BCA 4.5
For any one landscaping item	\$2,000	\$5,000	BCP12BCA 4.5
Each loss caused by wind	\$5,000	\$5,000	BCP12BCA 4.5
Other Structures	\$15,000	\$5,000	BCP12BCA 4.5
Owned Personal Property - Dwellings	5% of dwelling value	\$5,000	BCP12BCA 4.5
Contents - Buildings and Structures Described on the Declarations	\$15,000+++	\$5,000	BCP12BCA 4.5
Trailers	\$10,000	\$5,000	BCP12BCA 4.5
Vehicle Equipment and Accessories	\$25,000	\$5,000	BCP12BCA 4.5
Money and Securities	\$5,000 (Loss from specified perils only. Doubled on specified holidays)	\$5,000	BCP12BCA 4.5
Spoilage	\$10,000	\$5,000	BCP12BCA 4.5
Damage to Buildings and Personal Property from Animals	\$10,000 (\$2,500 sublimit for loss caused by animals listed in policy form)	\$5,000	BCP12BCA 4.5
Temporary Emergency Coordination/Shelter Operation Clean-Up	\$50,000 for clean-up costs	\$5,000	BCP12BCA 4.5

+ If the loss resulted from a covered peril and the property is off premises for no longer than 180 days.

++ Coverage applies for 180 days from the time construction begins or the new property is acquired.

+++ Only applies if the limit of insurance shown for the structure is no more than \$15,000 and there is no limit of Organizational Personal Property shown on the declarations for the structure.

The policy's property deductible does not apply to the following coverages. Details are found on the Commercial Property Coverages form.

COVERAGE DESCRIPTION	COVERAGE LIMIT	FORM
Debris Removal Expense - Partial or Total Loss	Partial Loss: Remaining Limit for Covered Property - Total Loss: \$25,000	BCP12BCA 4.5
Emergency Removal	Coverage applies up to 30 days after property is first moved	BCP12BCA 4.5
Fire Department Service Charges	\$50,000	BCP12BCA 4.5
Fire Extinguisher Recharge	\$50,000 if recharged within 30 days	BCP12BCA 4.5
Pollutant Clean-Up and Removal	\$10,000 (annual aggregate)*	BCP12BCA 4.5
Installed Lock Recalibration	\$10,000 if recalibrated within 10 days	BCP12BCA 4.5
Arson Reward	\$20,000**	BCP12BCA 4.5
Papers and Records (including electronic data)	\$50,000	BCP12BCA 4.5
Personal Property Owned by Others (non-clergy)	\$5,000 per person/\$25,000 maximum (excess)***	BCP12BCA 4.5
Personal Property Owned by Clergy	\$30,000 (excess)***	BCP12BCA 4.5
Theft or Vandalism Reward	\$5,000**	BCP12BCA 4.5

* If the loss resulted from a covered peril and was reported within 180 days.

** Or the amount paid to the insured as a result of the direct loss, if less than the limit stated above.

*** Additional limits are available



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Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

We provide the Commercial Property coverage at the declared premise(s) for the coverage and limits indicated. The Coverages listed here are provided according to the terms of the designated coverage form and any other applicable forms or endorsements.

Optional Coverages: All Locations

Combined Ordinance or Law Enforcement Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Ordinance or Law A - Increased Building Loss	\$1,000,000	\$5,000	BCP138B 4.5
Ordinance or Law B - Increased Debris Removal	\$500,000	\$5,000	BCP138B 4.5
Ordinance or Law C - Increased Cost of Construction	\$500,000	\$5,000	BCP138B 4.5

Organizational Optional Theft Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Theft of Money and Securities	\$25,000	\$500	BCP36 4.5
Theft by Electronic Means	\$10,000	\$500	BCP36 4.5
Theft by Coercion	\$10,000 (\$30,000 Annual Aggregate Limit)	\$500	BCP36 4.5

Ministry Personnel Dishonesty Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Personnel Dishonesty Coverage	\$100,000	N/A	BCP37A 4.5

Earnings and Donations and Extra Expense Coverage Part

Perils Part: See Peril Type for the Property Described on the Schedule of Buildings and Personal Property That Sustains a Loss

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Earnings and Donations	\$1,000,000	N/A	BCP71 4.6
Extra Expense	\$500,000	N/A	BCP71 4.6

Water Damage - Flood, Backup, and Subsurface

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Water Damage-Flood, Back-up, and Subsurface	\$10,000	\$5,000	BCP27CA 4.5

Sewer and Drain Back-up Extension

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Sewer/Drain Backup Extension	See Building/Personal Property Limit	\$5,000	BCP135CA 4.1



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Property Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

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Systems / Equipment Breakdown Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Systems/Equipment Breakdown Coverage	Building/Personal Property Limit	\$5,000	BSEB100 4.1

Rented Personal Property of Others Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Rented Personal Property of Others	\$10,000	\$1,000	BCP12BCA 4.5

Interior Building Damage Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Interior Building Damage Coverage-Including Gutters/ Downspouts Coverage	\$14,665,000	\$5,000	BCP49 4.0

Terrorism Loss Coverage

COVERAGE DESCRIPTION	COVERAGE LIMIT	DEDUCTIBLE	FORM
Limited Terrorism	\$14,665,000	\$5,000	EX0621X 3.0

Additional Property Forms

FORM	FORM NAME	FORM	FORM NAME
BCP85 4.5	Special Perils Part	BCP0631CA 1.0	Amendatory Endorsement California
BCP0832CA 1.0	Amendatory Endorsement-California	BCP147 1.0	Blanket/Combined Valuation Form
BCP188 4.5	Earth Movement Excl-Following Dmg. Ded.	BCP500 4.5	Loss Free Deductible Reduction End
BCP701CA 1.0	Appraisal Endorse Provision Amend - CA	BN12V 1.0	Notice Regarding Building Valuation
BN2567 1.0	Notice Water Damage/Flood Coverage	CP0171 10 08	Exclusion Water Damage
CP132 1.0	Loss Payable Options	BCP12G 2.2	Building Glass Deductible
EX0651X 3.0	NBC Terrorism Exclusion		

Additional Interests

NAME	TYPE	LOAN NUMBER	INTEREST	ADDRESS
KBA Docusys, Inc. c/o Insurance Center	Loss Payee	41441703-1	Other: Canon IR ADV C550401 Copier	PO Box 3886 Bellevue, WA 98009 -3886



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Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Key Liability Coverage Facts: Schedule of Limits

GENERAL OCCURRENCE LIMIT	\$1,000,000
GENERAL AGGREGATE LIMIT	\$10,000,000

Principal Liability Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Bodily Injury/Property Damage Liability (L)	\$1,000,000*	\$10,000,000*	GL100 1.0
Medical Payments (M)	\$10,000*+	\$10,000,000*	GL100 1.0
Products/Completed Work (N)	\$1,000,000*	\$10,000,000*	GL100 1.0
Fire Legal Liability (O)	\$1,000,000*	\$10,000,000*	BGL951 4.5

Supplemental Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Incidental Contractual Liability	\$1,000,000*	\$10,000,000*	GL100 1.0
Incidental Medical Malpractice	\$1,000,000*	\$10,000,000*	GL100 1.0
Mobile Equipment	\$1,000,000*	\$10,000,000*	GL100 1.0

Additional Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Membership Emotional Injury Liability Coverage	\$1,000,000*	\$10,000,000*	BGL51 4.5
Nursery/Child Care Corporal Punishment Liability	\$1,000,000*	\$10,000,000*	BGL51 4.5
Supervision-Related Emotional Injury Liability Coverage	\$1,000,000*	\$10,000,000*	BGL51 4.5
Food Preparation Liability Coverage	\$1,000,000*	\$10,000,000*	BGL51 4.5
Privacy Violation Liability Coverage	\$1,000,000*	\$10,000,000*	BGL51 4.5
Damage To Property Of Others Coverage			BGL51 4.5
Not in Your Control	\$1,000*+	\$10,000,000*	BGL51 4.5
In Your Control	\$2,500*+	\$10,000,000*	BGL51 4.5
Prosthetic Devices	\$500*+	\$10,000,000*	BGL51 4.5
Incidental Camper Medical Coverage	\$10,000*	\$10,000,000*	BGL51 4.5
Additional Incidental Contractual Liability Coverage	\$1,000,000*	\$10,000,000*	BGL51 4.5

Defense Coverage

Applies in addition to the liability limit unless otherwise specifically stated in an applicable coverage form.

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.

+ per person limit



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Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

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Cemetery Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Emotional Injury Liability Coverage	\$1,000,000*	\$10,000,000*	BGL113 4.0
Emotional Injury/Burial Discrimination Liability Coverage	\$1,000,000*	\$10,000,000*	BGL113 4.0
Financial Loss to Others Coverage	\$3,500+, \$35,000 per occurrence	\$10,000,000*	BGL113 4.0
Damage to Property of Others Coverage	\$2,500+, \$50,000 per occurrence	\$10,000,000*	BGL113 4.0

Medical Coverage Extension - Clergy Accidental Death

COVERAGE DESCRIPTIONS	PASTORS	COVERAGE LIMIT	PER ACCIDENT LIMIT	FORM
Broadened Clergy Accidental Death Benefit	3	\$25,000*+	\$150,000*	BGL998B 1.0

Counseling Acts Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Counseling Acts Liability Coverage	\$1,000,000*	\$10,000,000*	BGL63 4.1
Outside Counseling Reimbursement Coverage	\$5,000+	\$10,000,000*	BGL63 4.1

Cyber Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Computer Use Liability Coverage	\$200,000*	\$2,000,000*	BGL87CA 4.5
Electronic Commerce Liability Coverage	\$200,000*	\$2,000,000*	BGL87CA 4.5
Data Breach Liability Coverage	\$200,000*	\$2,000,000*	BGL87CA 4.5
Outsourced IT Liability Coverage	\$200,000*	\$2,000,000*	BGL87CA 4.5
Special Reimbursement Coverage (Data Breach Rectification Costs)	\$50,000	\$50,000	BGL87CA 4.5
Special Reimbursement Coverage (Electronic Discovery Costs)	\$20,000	\$20,000	BGL87CA 4.5
Special Defense Coverage (Subpoenas, Regulatory Actions and Injunctive)	\$20,000	\$20,000	BGL87CA 4.5

Defense Reimbursement Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Covered Lawsuit Proceeding (Proceeding Limit)	\$50,000	\$100,000	BGL89CA 4.5
Law Enforcement Inquiry (Inquiry Limit)	\$10,000	\$30,000	BGL89CA 4.5

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+ per person limit



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Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Directors and Officers Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Directors and Officers Leadership Liability Coverage	\$1,000,000*	\$10,000,000*	BGL81BCA 4.5

Benefits Administration Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Employee Benefit/Fiduciary Liability Coverage	\$1,000,000	\$10,000,000	BGL83B 4.1
(Medical Expense Limit)	\$500,000*	\$1,000,000*	BGL83B 4.1
Limited Fiduciary Penalties Coverage	\$250,000*	\$500,000*	BGL83B 4.1
Incidental Investment Counseling Coverage	\$500,000*	\$500,000*	BGL83B 4.1

Employment Practices ("Employment Pract") Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Employment-Related Liability Coverage	\$1,000,000*	\$10,000,000*	BGL85 4.5

Fire Legal/Nonowned Property Damage Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Nonowned Property Damage Liability Coverage	\$1,000,000*	\$10,000,000*	BGL951 4.5
Additional Incidental Contractual Liability Coverage	\$1,000,000*	\$10,000,000*	BGL951 4.5

Legal Aid Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Legal Aid Liability Coverage	\$500,000*	\$500,000*	BGL236 1.0
Special Defense Coverage	\$100,000*	\$100,000*	BGL236 1.0

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+ per person limit



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Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

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Media Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Personal Injury Liability Coverage (Media/Communications Activity)	\$1,000,000*	\$10,000,000*	BGL41 1.0
Personal Injury Liability Coverage (Personal Violations)	\$1,000,000*	\$10,000,000*	BGL41 1.0
Personal Injury Liability Coverage (Unauthorized Access/Posting)	\$1,000,000*	\$10,000,000*	BGL41 1.0
Special Defense Coverage (Alleged Intentional Acts)	\$1,000,000*	\$10,000,000*	BGL41 1.0

Medical Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Religious Athletic Medical Coverage	\$10,000*+	\$10,000,000*	BGL91 4.5

Nonowned Vehicle Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Nonowned Vehicle Liability Coverage	\$1,000,000*	\$10,000,000*	BGL71B 4.0
Defense Coverage: Authorized Operator	\$1,000,000*	\$10,000,000*	BGL71B 4.0
Nonowned Vehicle Medical Payments Extension	\$10,000*+	\$150,000*	BGL71B 4.0
Loss of Use Coverage	\$1,500 per vehicle	\$3,000*	BGL71B 4.0
Trip Occupant Coverage	\$1,000*+	\$10,000,000*	BGL71B 4.0
Damage to Property of Others	\$1,000*	\$10,000,000*	BGL71B 4.0
Nonowned Vehicle Deductible Reimbursement Coverage	\$1,000*	\$10,000,000*	BGL71B 4.0
Rental Vehicle Physical Damage Coverage	\$90,000 per vehicle, \$250 deductible	\$180,000*	BGL777 3.0

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+ per person limit



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Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

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Relief Activity Additional Coverages

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Emotional Injury and Financial Damage Liability	\$1,000,000*	\$10,000,000*	BGL994 1.0
Additional Medical Expense Coverage	\$50,000+, \$250,000 per occurrence	\$10,000,000	BGL994 1.0
Broadened Wage Loss Reimbursement Coverage	\$10,000+, \$50,000 per occurrence	\$10,000,000	BGL994 1.0
Damage to Relief Worker's Tools and Equipment Coverage	\$2,500+, \$10,000 per occurrence	\$10,000,000	BGL994 1.0
Primary Liability Coverage for Relief Workers	\$1,000,000*	\$10,000,000*	BGL994 1.0

Religious Freedom Protection Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Religious Communication Liability Coverage	\$1,000,000*	\$10,000,000*	BGL66CA 1.2
Religious Activity Liability Coverage	\$1,000,000*	\$10,000,000*	BGL66CA 1.2
Discriminatory Acts Liability Coverage	\$1,000,000*	\$10,000,000*	BGL66CA 1.2
Tax Exempt Challenge: Expense Reimbursement Coverage	\$25,000*	\$25,000*	BGL66CA 1.2
Litigation Activity: Legal Defense Reimbursement Coverage	See form	See form	BGL66CA 1.2
Litigation Activity: Declaratory Action Reimbursement Coverage	See form	See form	BGL66CA 1.2

Security Operations Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Additional Medical Expense Coverage	\$50,000*+	\$250,000*	BGL993 4.0
Broadened Wage Loss Reimbursement Coverage (Emotional Injury)	\$10,000*+	\$50,000*	BGL993 4.0
Individual Counseling Coverage	\$10,000*+	\$50,000*	BGL993 4.0
Damage to Security-Related Equipment	\$2,500*+	\$10,000*	BGL993 4.0
Primary Coverage for Specified Individuals	See Form	See Form	BGL993 4.0
Enforcement of Security Policy or Weapons Policy	\$1,000,000*	\$1,000,000*	BGL993 4.0
Negligent Infliction of Emotional Distress Arising from Security Operations	\$1,000,000*	\$1,000,000*	BGL993 4.0

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.

+ per person limit



NAMED INSURED

Christ Episcopal Church in Alameda,
California

POLICY NUMBER

04M5A0494326

POLICY PERIOD

12/01/2022 at 12:01 a.m. to 12/01/2023 at
12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Traumatic Incident Response Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Additional Medical Expense Coverage	\$50,000*+	\$1,000,000*	BGL991D 4.1
Broadened Wage Loss Reimbursement Coverage (Including Emotional Injury)	See form	\$1,000,000*	BGL991D 4.1
Individual Counseling Coverage	\$10,000*+	\$1,000,000*	BGL991D 4.1
Additional Organizational Expense	\$500,000*	\$1,000,000*	BGL991D 4.1

Worldwide Liability Extension Coverage

Extended Foreign Ministry Operations- Excluded

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Short-Term Trip Limited Kidnap and Extortion Expense Reimbursement Coverage	See Form	See Form	BGL112 1.0
Short-Term Foreign Trip Terrorism-Related Travel Interruption Reimbursement	See Form	See Form	BGL112 1.0
Short-Term Foreign Trip Death Reimbursement Coverage For Your Leaders	See Form	See Form	BGL112 1.0
Foreign Operations Image Restoration Extension	See Form	See Form	BGL112 1.0
Expanded Medical Coverage For Foreign Ministry Participants	See Form	See Form	BGL112 1.0

Wage Reimbursement Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Wage Loss Reimbursement Coverage	\$3,500+	\$35,000 per occurrence	BGL99 4.0

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.

+ per person limit



NAMED INSURED

Christ Episcopal Church in Alameda,
California

POLICY NUMBER

04M5A0494326

POLICY PERIOD

12/01/2022 at 12:01 a.m. to 12/01/2023 at
12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

Sexual Acts Liability Coverage

COVERAGE DESCRIPTIONS	COVERAGE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Sexual Acts Liability Coverage With Screening	\$1,000,000*	\$2,000,000*	BGL61 4.7
Sexual Harassment Liability Coverage (other than your employees)	\$1,000,000*	\$2,000,000*	BGL61 4.7
Improper Reporting of Sexual Acts Liability Coverage	\$1,000,000*	\$2,000,000*	BGL61 4.7
Improper Supervision of Convicted Sexual Offenders Liability Coverage	\$1,000,000*	\$2,000,000*	BGL61 4.7
Outside Counseling Reimbursement Coverage	\$5,000*+	\$100,000*	BGL61 4.7
Sexual Acts Medical Payment Extension	\$10,000*+	\$100,000*	BGL61 4.7
Image Restoration Extension	\$10,000*	\$2,000,000*	BGL61 4.7
Redemptive Employment/Appointment	\$300,000*	\$300,000*	BGL613 4.5

Schedule of Liability Exposures

In issuing this policy, we have relied on material information provided to us by the Named Insured. The following schedule discloses all of the insured's insurable exposures (as conveyed by the Named Insured) known to exist at the policy inception date. Declared premises must be owned, occupied, or rented by you or your scheduled related organizations.

EXPOSURE DESCRIPTIONS	ADDRESS / BUILDING DESCRIPTION	CODE	RATING BASIS
Dwellings - One-Family	Location 2 Building 1 Rental	01001	1 Each
Food Pantry	Location 1 Building 2 Fellowship	05813	500 Square Feet
Church	Location 1 Building 1 MultiPurp	08101	18,050 Square Feet
	Location 1 Building 2 Fellowship		3,625 Square Feet
Family Shelter	Location 1 Building 2 Fellowship	15402	3,625 Square Feet
Building or Premises - Lessor's Risk - NOC	Location 1 Building 1 MultiPurp	17703	1,500 Square Feet
Building or Premises - Lessor's Risk - NOC	Location 1 Building 2 Fellowship	17703	4,300 Square Feet
Outreach Ministry		30130	1 # items/activities
Outreach Ministry	1700 Santa Clara Ave Alameda CA 94501-2515	30130	1 # items/activities
Playgrounds	1700 Santa Clara Ave Alameda CA 94501-2515	30320	1 Each
Pastoral Counseling			3 Pastor(s)
Special Events			

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.

+ per person limit



NAMED INSURED Christ Episcopal Church in Alameda,
California
POLICY NUMBER 04M5A0494326
POLICY PERIOD 12/01/2022 at 12:01 a.m. to 12/01/2023 at
12:01 a.m.

Liability Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

The Coverages listed within these declarations are provided according to the terms of the designated coverage forms and any other applicable forms or endorsements. Only one liability coverage and one medical coverage will apply to an occurrence and any related loss. Any limit which is specifically stated within a coverage form or endorsement represents the most we will pay for the coverage to which such a limit applies. For application of limits, see Liability and Medical Coverage form (BGL11 4.5).

High Hazard Activities

For details regarding how these coverage limits will apply, see the *How Much We Pay* section of the High Hazard Activities Coverage Limits Form (BGL-21).

ACTIVITY DESCRIPTION	MEDICAL LIMIT	OCCURRENCE LIMIT	COVERAGE AGGREGATE LIMIT	FORM
Skate Park Operations	\$0 per person	\$100,000	\$1,000,000	BGL21 4.1
Fireworks Sales	\$0 per person	\$100,000	\$1,000,000	BGL21 4.1
Fireworks Display	\$0 per person	\$100,000	\$1,000,000	BGL21 4.1
Construction Oversight	\$0 per person	\$100,000	\$1,000,000	BGL21 4.1

Other Liability and Medical Forms

FORM	FORM NAME	FORM	FORM NAME
BGL100A1 2.2	Commercial Liability Endorsement	BGL11 4.5	Liability And Medical Coverage Form
BGL152 1.0	Additional Insured Endorsement	EX909 1.0	Asbestos Exposure Exclusion
GL0363 08 06	Amendatory Endorsement California	GL0950 12 99	Known Injury or Damage Amendments
GL890 1.0	Lead Liability Exclusion	BGL939AISP 1.0	Provision Modification-Excess Liability
BGL978 4.1	Coverage Extension Veh-rented w/driver	BN998 1.0	Clergy Accidental Death Medical Ext
EX0261X 3.0	Terrorism Exclusion	EX0281X 3.1	NBC Terrorism Exclusion

Additional Insureds

NAME	LOAN/REFERENCE NUMBER	INTEREST	ADDRESS
Alameda Emergency Food Bank, Additional Insured		Other: Food Bank	1900 Thau Way Alameda, CA 94501
City of Alameda, Additional Insured		Other: Family Shelter Program	2263 Santa Clara Ave Alameda, CA 94501

* Only a single limit applies to the loss. All coverage limits are subject to the general occurrence limit and all aggregate limits are subject to the general aggregate limit.
+ per person limit



NAMED INSURED Christ Episcopal Church in Alameda,
California
POLICY NUMBER 04M5A0494326
POLICY PERIOD 12/01/2022 at 12:01 a.m. to 12/01/2023 at
12:01 a.m.

Commercial Excess Liability Supplemental Coverage Summary

MinistryFirstsm commercial multi-peril policy Declarations continued...

In return for the payment of the premium, and subject to all the terms of the policy, we agree with you to provide the insurance as stated in the Excess/Umbrella Liability Coverage endorsement BGL939 4.7.

Key Excess Liability Coverage Facts

NAME OF INSURED	Christ Episcopal Church in Alameda, California
ADDRESS	1700 Santa Clara Ave, Alameda, CA 94501-2515
EXCESS LIABILITY POLICY PERIOD	12/1/2022 to 12/1/2023 at 12:01 a.m. at the location listed above
EXCESS LIABILITY ANNUAL PREMIUM	\$3,450

Excess Liability Coverage - Limit of Insurance

Coverage Limit (per Occurrence)	\$4,000,000
Coverage Aggregate Limit	\$4,000,000
Deductible/Retention	N/A

Optional Excess Coverage Information

COVERAGE	STATUS	LIMIT
Directors and Officers Liability Coverage	Included	\$4,000,000
Sexual Acts Liability Coverage	Included	\$1,000,000
Employment Practices Liability Coverage	Excluded	N/A
Cyber Liability Coverage	Excluded	N/A
Benefits Administration Liability Coverage	Excluded	N/A

Optional Coverage Limits are the same as the Excess Liability "per Occurrence" and Aggregate limits shown above, unless otherwise specified.

Schedule of Underlying Insurance

TYPE	INSURER	POLICY PERIOD	POLICY NUMBER	LIMITS OF LIABILITY
General Liability	Brotherhood Mutual Insurance Company	12/01/2022 - 12/01/2023	04M5A0494326	\$1,000,000 Occ/\$10,000,000 Agg
Employer's Liability	Liberty Mutual	See applicable declarations page.	0000000	\$1000000/\$1000000/\$1000000



INSURED NAME: Christ Episcopal Church in Alameda,
California

POLICY NUMBER: 04M5A0494326

AGENCY NAME: Churchwest Insurance Services

AGENCY NUMBER: 4002-013

DATE: 10/21/2022

Dear Policyholder:

The purpose of this letter is to inform you that one or more changes will take effect on 12/01/2022, the renewal of your ministry policy.

In some cases, the effects of these policy changes will mean enhanced coverage, while in other cases, limits, conditions, exclusions, and limitations may narrow the scope of certain coverages when compared to your prior policy. Following are the names of the coverage forms that have either been added or removed from your policy.** Please review your declarations page for changes in the policy values, deductibles, and premium.

NEW FORMS

BCP0631CA 1.0

Amendatory Endorsement California

BCP701CA 1.0

Appraisal Endorsement Provision Amendment - CA

DELETED FORMS

CP0631 01 12

Amendatory Endorsement California

Please read your policy carefully.

Your Brotherhood Mutual agent will be pleased to address any questions you may have concerning your policy. You may contact your agent at 909-307-8500. If you have any questions, you may contact our customer service department at 1-800-333-3735. Thank you for trusting us with your ministry.

****NOTE:** No coverage of any kind is provided by this notice. This Summary of Important Changes does not in any way replace any provision of your policy, nor is every change in your policy listed above. All insurance coverage is subject to conditions, coverage limits, limitations, and exclusions. For precise details of coverage, please refer to your actual policy. While our company's goal is to provide ongoing insurance protection to ministry organizations, changes in company operations, the regulatory or insurance environment, or significant loss experience can result in policy revision or policy termination.

This endorsement changes the Commercial
Property Coverages provided by this policy
-- PLEASE READ IT CAREFULLY --

LOSS PAYABLE OPTIONS

SCHEDULE

(The information required below may be shown on a separate schedule or supplemental **declarations**.)

Prem. No.	Bldg. No.	Description of Property	Name and Address of Loss Payee
		Canon IR ADV C550401 Copier	KBA Docusys, Inc. c/o Insurance Center PO Box 3886 Bellevue, WA 98009-3886

In addition to the policy **terms** which are contained in other sections of the Commercial Property Coverage, the following conditions apply to the property described on the schedule and only when indicated by an "X":

☒ **LOSS PAYABLE**

Any loss shall be adjusted with **you** and shall be payable to **you** and the loss payee shown on the schedule as **your** and their interests appear.

☐ **LENDER'S LOSS PAYABLE**

Any loss shall be payable to **you** and the loss payee shown on the schedule as interests appear. If more than one loss payee is named, they shall be paid in order of precedence.

The insurance for the loss payee continues in effect even when **your** insurance may be void because of **your** acts, neglect, or failure to comply with the coverage **terms**. The insurance for the loss payee does not continue in effect if the loss payee is aware of changes in ownership or substantial increase in risk and does not notify **us**.

If **we** cancel this policy, **we** notify the loss payee at least 10 days before the effective date of cancellation if **we** cancel for **your** nonpayment of premium, or 30 days before the effective date of cancellation if **we** cancel for any other reason.

We may request payment of the premium from the loss payee, if **you** fail to pay the premium.

If **we** pay the loss payee for a loss where **your** insurance may be void, the loss payee's right to collect that portion of the debt from **you** then belongs to **us**. This does not affect the loss payee's right to collect the remainder of the debt from **you**. As an alternative, **we** may pay the loss payee the remaining principal and accrued interest in return for a full assignment of the loss payee's interest and any instruments given as security for the debt.

If **we** choose not to renew this policy, **we** give written notice to the loss payee at least 10 days before the expiration date of this policy.

☐ **CONTRACT OF SALE**

Any loss shall be adjusted with **you** and shall be payable to **you** and the loss payee shown on the schedule as **your** and their interests appear.

The loss payee shown on the schedule is a person or organization **you** have entered a contract with for the sale of covered property.

When covered property is the subject of a contract of sale, the word **you** also means the loss payee.

AAIS

CP-132
Ed 1.0

This Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100), the Liability and Medical Coverage Form (BGL-11) and the Nonowned Vehicle Coverage Form (BGL-71) [or the Broadened Nonowned Vehicle Coverage Form (BGL-71B)]. Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**. Attachment of this endorsement to the policy will not convert the policy into an automobile policy.

- PLEASE READ THIS CAREFULLY -

PROVISION MODIFICATION - RENTAL VEHICLE PHYSICAL DAMAGE COVERAGE - MODIFIED LIMIT OF COVERAGE -

PER VEHICLE LIMIT: \$ 90,000

PER POLICY PERIOD LIMIT: \$180,000

AGREEMENT

We provide the Provision Modification described in this endorsement, but only if this form (BGL-777) and the Nonowned Vehicle Coverage Form (BGL-71) [or the Broadened Nonowned Vehicle Coverage Form (BGL-71B)] is properly designated in the **Declarations**, and only with respect to the Rental Vehicle Physical Damage Additional Coverage.

DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100), the Liability and Medical Coverage Form (BGL-11) and the Nonowned Vehicle Coverage Form (BGL-71) [or the Broadened Nonowned Vehicle Coverage Form (BGL-71B)] apply to this endorsement, unless otherwise modified herein. The following definitions apply only to the Provision Modifications of this endorsement.

1. **Per vehicle limit** means only the amount entered above as the PER VEHICLE LIMIT.
2. **Per policy period limit** means only the amount entered above as the PER POLICY PERIOD LIMIT.

PROVISION MODIFICATIONS

1. **Modification of Additional Coverage-**
Within the Nonowned Vehicle Coverage Form (BGL-71) or, alternatively, the Broadened Nonowned Vehicle Coverage Form (BGL-71B), the following provision replaces and supersedes the grant of coverage

entitled Vehicle Rental Vehicle Physical Damage Coverage:

RENTAL VEHICLE PHYSICAL DAMAGE COVERAGE -

We will pay for physical damage to, or the total loss of, a **rented vehicle** regardless of **your** liability, but only if:

- a. the damage to, or total loss of, the **rented vehicle** is properly documented; and
- b. the damage or loss occurs in the **basic territory** during the **policy period**.

This Physical Damage Coverage is a primary coverage, subject to a \$250 deductible. **We** will pay the lesser of the amount to repair or to replace the vehicle. **We** will not under any circumstances pay more than the actual cash value of the vehicle, and will pay no more than the **per vehicle limit** toward the repair or replacement of any one vehicle covered herein, subject to the **per policy period limit** stated in the How Much We Pay section of this endorsement.

2. Modification of How Much We Pay Section-

The following provision replaces and supersedes the Physical Damage Limit provision stated in the How Much We Pay section of the Nonowned Vehicle Coverage Form (BGL-71) or, alternatively, in the Broadened Nonowned Vehicle Coverage Form (BGL-71B):

Physical Damage Limit

We will pay no more than the **per vehicle limit** for all damage or loss sustained by any covered **rented vehicle** to which the Rental Vehicle Physical Damage Coverage applies. **We** will pay no more than the **per policy period limit** under

the Rental Vehicle Physical Damage Coverage for all covered Rental Vehicle Physical Damage losses occurring during the **policy period**.

EXCLUSIONS

Each of the exclusions set forth in the Exclusions Section of the GL-100, BGL-11 and the BGL-71 [or the BGL-71B] will apply to the Provision Modification of this endorsement.

CONDITIONS

Each of the Conditions set forth in the Conditions Section of the GL-100, BGL-11 and the BGL-71 [or the BGL-71B] will apply to the Provision Modification of this endorsement.

LIMITATION

Nothing in this endorsement will act to increase any other **limits** of coverage of this policy. No coverage is provided by this endorsement unless the Nonowned Vehicle Coverage Form (BGL-71) or the Broadened Nonowned Vehicle Coverage Form (BGL-71B) is included as part of this policy.

OTHER PROVISIONS

All other provisions of this policy remain unchanged. Nothing in this endorsement will act to modify any **terms** of the policy other than the **terms** specified herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2023

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

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

PRODUCER The Church Insurance Agency Corp 210 South St, Ste 2 Bennington, VT 05201-2894	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : The First Liberty Ins Corp</td> <td>33588</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The First Liberty Ins Corp	33588	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Christ Church 1700 Santa Clara Ave Alameda, CA 94501-2515															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC6625900161013002	1/1/2023	1/1/2024	<table style="width: 100%;"> <tr> <td>☒ PER STATUTE</td> <td>☐ OTH-ER</td> <td></td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	☒ PER STATUTE	☐ OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																	

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

Proof of Insurance**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance -	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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