

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and HouseKeys, Inc., a California corporation, whose address is 358 Digital Drive, Morgan Hill, CA 95037 (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. 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: inclusionary housing program management and compliance services. City staff issued a Request for Proposals (RFP) on February 16, 2021 and after a submittal period of twenty-one (21) days received one timely submitted proposals. Staff reviewed the proposal, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for inclusionary housing program management and compliance 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 commence on the 1st day of July 2021, and shall terminate on the 30th day of June 2023, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to three (3) additional years, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement.

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. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

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

Compensation for this contract shall not exceed \$90,000.00 per year, for a total five-year compensation not to exceed \$420,000.00. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and 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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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 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, physical disability (including HIV and AIDS), mental disability, medical condition (ex. 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. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers (“**Indemnitees**”) from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys’ fees (“**Claims**”), arising from or in any manner connected to Provider’s negligent, reckless or intentional act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct on behalf of the 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. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** 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 subsections 10A, B, C and D. 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 ten (10) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California.

c. 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, and volunteers as additional insured shall be submitted with the insurance certificates.

Provider Initials

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, 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, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

(5) Cyber Liability:

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

\$2-\$5,000,000 per occurrence or claim; and \$3-\$10,000,000 per aggregate.

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

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured 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.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by 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.

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 his or her designee may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her 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 the 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 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 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 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 City shall be addressed to City at:

City of Alameda
Community Development Department
950 W. Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Community Development Director
Ph: (510) 747-6890

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

HouseKeys, Inc.
358 Digital Drive
Morgan Hill, CA 95037

ATTENTION: Chief Executive Officer
Ph: (877) 460-5397 / Fax: Not Applicable

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

City of Alameda
Community Development Department
950 W. Mall Square, Suite 205
Alameda, CA 94501
ATTENTION: Community Development Director
Ph: (510) 747-6890 / econdev@alamedaca.gov

18. SAFETY:

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

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

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

20. ATTORNEYS' FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. 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 the 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 City.

22. 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.

23. WAIVER:

A waiver by 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.

24. INTEGRATED CONTRACT:

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 City and Provider.

25. 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.

26. 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.

27. SIGNATORY:

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

28. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement 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.

29. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

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

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

B. Selection for training, including interns and apprentices.

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

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

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

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

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

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 C.F.R. 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

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

30. RESTRICTIONS ON LOBBYING – FEDERAL REQUIREMENT:

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

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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.

HOUSEKEYS, INC.,
a California corporation

CITY OF ALAMEDA,
a municipal corporation

Julius Nyanda
Chief Executive Officer

Eric J. Levitt
City Manager

HOUSEKEYS, INC.,
a California corporation

RECOMMENDED FOR APPROVAL

Katarina Marusic
Chief Financial Officer

Lisa Nelson Maxwell
Community Development Director

APPROVED AS TO FORM:
City Attorney

John D. Lê
Assistant City Attorney

EXHIBIT A SCOPE OF SERVICES



Provider Scope of Services 2021 Ownership / Rental / Finance Program Administration

Service Breakdown

Provider will administer the City of Alameda's Inclusionary Housing Program, including the sales or leasing of BMR units and the City's Down Payment Assistance Program. Currently, there are no funds available to offer new Down Payment Assistance loan. The services described below will assist the City with its current portfolio and newly added units as well.

1. **Documentation.** Provider will administer the program and assure Affordability Deed Restrictions are recorded and followed by all parties as applicable for each property.
2. **Support and Education.** Provider will provide offsite support for service requests. Orientations and workshops will be held for residents of the City. Note: In Response to COVID-19 restrictions, content is streamed online via webinars and pre-recorded content available on Provider-hosted program websites.
 - a. Provider shall conduct introductory Home Buyer, Renter Education/Training classes – Homebuyer/Renter Orientation Classes prior to Program application. A minimum of 6 events will be held each year and at least 30 Weeks of Weekly Frequently Asked Question (FAQ) sessions will be open to all program applicants and participants.
3. **Guidelines and Materials.** Provider will regularly update program guidelines and program materials in conjunction with City staff to reflect the Provider's administrative process for Program Administration including, but not limited to: applications, program pamphlets, rent & resale calculations, selection processes, vacancies, sale and resale of units, refinancing requests, collection of City fees and other applicable fees, and default monitoring/resolution process. Provider's objective will be to work alongside City Staff to incorporate "learnings" from the team's collective history with Affordability Programs in California.
4. **Website Presence.** Provider will maintain an affordability program website presence that

will link to the City's housing website.

5. **Performance Measures.** Provider and the City will agree to mutually acceptable performance measures for program administration. These measures shall be included in the quarterly program summary report.
 - a. General Inquiries: Respond within 48 business hours
 - b. Loan Requests: Respond within 48 business hours, Complete requests within reasonable time, with weekly status updates for outstanding requests
 - c. Orientations: Minimum 6 per year, with more as needed for new opportunities
 - d. Rental Vacancies: Fill vacancies within 60 days
 - e. Annual Ownership Monitoring: Provide homeowners 30 days to submit recertification packages. Note: multiple collection rounds will extend this timeline.
 - f. Annual Rental Monitoring: Provider Property Owners (and Management Companies) with 60 to 90 days to submit tenant roles and appropriate documents and "test" compliance with a minimum review of 10% to 15% of affordable rental units.
 - g. Follow up letters at 60 and 90 days before beginning enforcement procedures for non-compliant homeowners
 - h. Eligibility List: Maintain a minimum buyer-to-property and renter-to-unit ratio of 5:1
 - i. Application ID issuance: Available online year-round 24/7 with troubleshooting issues handled within 2 business days. Manual Application ID issuance will also take up to 2 business days.
 - j. Within thirty days of the State of California's publication of the annual income limits, Provider will prepare updated sample pricing for very low-, low- and moderate-income households.
 - k. Within thirty days of receipt of the Marketing Plan from the developer, Provider will prepare development-specific pricing for very low-, low- and moderate-income households.
6. **Recordkeeping.** Provider shall maintain the City's existing records and files through a database-driven information retention and management system for the programs. All electronic records will be considered work products that are property of the City and will be available via data export. The Provider shall update the City's records quarterly to ensure a coordinated seamless record keeping process. The database shall include the following at a minimum:
 - a. For each Program / Former RDA Development if applicable (new and existing):
 - A list of all program units in the development
 - The date of the program developer agreement
 - Program units lost, including date, reason for loss, initial sales price, resale price, and actions taken

- b. For each ownership unit (new and existing):
 - i. The address for each ownership unit
 - ii. The level of affordability (e.g., Extremely Low, Very Low, Low, Moderate)
 - iii. The current owner of record
 - iv. The expiration date of the owner agreement
 - v. The last date of recertification
 - vi. The recertification status (updated annually)
 - vii. The original sales price
 - viii. The current resale restriction price
 - ix. Dates of owner turn-over, as applicable
 - c. For each rental unit (new and existing)
 - i. The unit number for each rental unit
 - ii. The level of affordability (e.g., Extremely Low, Very Low, Low, Moderate)
 - iii. The current tenant of record
 - iv. The last date of recertification
 - v. The recertification status (updated annually)
 - d. For each affordable housing loan:
 - i. The type of loan (e.g., RDA, CalHOME, BEGIN, FTHB, etc.)
 - ii. The address associated with the loan
 - iii. The current owner of record (this should be the loan recipient)
 - iv. The amount, term, and due date of the loan
 - v. dates of payoff and interest collected, as applicable
 - vi. dates of refinance/subordination, as applicable
 - vii. dates of write-off and amount, as applicable
7. **Reporting.** Provider shall provide a quarterly program summary report to the City with the following information. An abbreviated monthly report will accommodate each monthly invoice.
- a. Performance Measures (See #5 above)
 - b. Any Fees Collected, as Applicable
 - c. For each owner unit (new and existing):
 - i. The address for each ownership unit
 - ii. The level of affordability (e.g., Very Low, Low, Moderate)
 - iii. The current owner of record
 - iv. The last date of recertification and current recertification status
 - d. For each rental unit (new and existing)
 - i. The unit number for each rental unit
 - ii. The level of affordability (e.g., Very Low, Low, Moderate)
 - iii. The current tenant of record

- iv. The last date of recertification and current recertification status
 - e. For each affordable housing loan:
 - i. The type of loan (e.g., RDA, CalHOME, BEGIN, FTHB, etc.)
 - ii. The address associated with the loan
 - iii. The current owner of record (this should be the loan recipient)
 - iv. The amount, term, and due date of the loan
 - v. Dates of payoff and interest collected, as applicable
 - vi. Dates of refinance/subordination, as applicable
 - vii. Dates of write-off and amount, as applicable
 - f. Current list of defaults and pending defaults
 - g. Actions taken to date
 - h. Next steps, including dates
8. **Services.** Provider will provide the following services:
- a. Making minor revisions to the City's existing program materials and legal documents.
 - b. Overall management and implementation of specific program policies, including required reporting.
 - c. Conducting income qualifications including review of assets, income, Verifications of Employment, and all other necessary approvals to ensure qualification for the City Programs (Ownership, Rental, Finance).
 - d. Underwriting program applications in accordance with program requirements.
 - e. Underwriting program compliance in accordance to restrictive covenants and project-specific program agreements
 - f. Underwriting transaction compliance (e.g. refinances, transfers) to ensure they conform with restricted covenants and project-specific program agreements
 - g. Preparing all program documents, overseeing proper execution thereof, and conducting final program approval reviews.
 - h. Ensuring timely delivery of all necessary documents into escrow, and preparing escrow demands and funding requests.
 - i. Preparation of program materials by revising the City's current documents.
 - j. Calculating all pay off demands and issuing any disclosures and tax forms as required by State and/or Federal Law.
 - k. Calculating the resale value of all ownership program homes as requested annually by the County.
 - l. Work with City staff to ensure a seamless and coordinated development of documents as it relates to the Affordability Program, including the Developer application process where Restricted Affordability Units are included, reviewing developer agreements, and ensuring that affordability requirements are outlined in an Affordable Housing Agreement or equivalent document, and any subsequent amendments to the development documentation.

9. **Monitoring, Compliance, and Loss Mitigation.** Provider shall work alongside Staff to conduct monitoring to annually evaluate Program Owners' & Renters' ("Counterparty's") compliance with the terms and conditions of the recorded deed restrictions and program guidelines including the following:
- a. Mailing monitoring letters to all the Program units.
 - b. Reviewing in conjunction with City staff, City or County Assessor data to assist in the process (e.g., water utility bills, property records).
 - c. Review City's preliminary monitoring list to identify follow up actions required.
 - d. Meet with City staff to develop guidelines for acceptable default remedies (e.g., allowing rental of Program Units for hardship cases).
 - e. Provider shall work alongside Staff to investigate and identify cure potential program-related defaults including:
 - i. Conduct follow up of those Program Owners, Project Owners, and Management Companies (collectively referred to as "Counterparties") who do not submit their compliance documentation.
 - ii. Reviewing information on calls from Program Unit neighbors and interested parties.
 - iii. Conduct reasonable follow-up investigation to assess potential defaults including unit site visits.
 - iv. Scheduled appointments with Counterparties to discuss compliance issues.
 - f. For confirmed defaults, provide Counterparties with list of actions needed to remedy the default and conduct follow-up to monitoring compliance.
 - i. Maintaining log of actions taken to remedy the defaults.
 - g. For those defaults in which the Counterparties choose not to remedy the situation within a reasonable amount of time, Provider will meet with City staff to determine the course of action to pursue. City authorization will be sought for any legal action taken.
 - h. Provider will participate in legal deliberations at all staff levels and with City Council, as needed.
 - i. City will provide a list of any current program participant defaults and actions taken to date.
10. **Marketing.** Provider's marketing philosophy is driven by a network effect approach. Each City that joins the Provider's client base adds value to the network. This improves the feedback loop used to improve services, name recognition, program participation, and can lead to economies of scale. The Provider's Team wants to deliver this value in aggregate, but also must target the City's local residents and community members. This includes targeting the least likely to apply and working in compliance with federal laws addressing Affirmative Fair Housing Marketing.
- a. All Materials will include proper fair housing logo and other federal and state-mandated disclosures
 - b. Initial Campaign to Introduce Provider's to key employers, community organizations, religious organizations, trade associations, and small businesses

- c. Mailers and other collateral that go out within a .25 to .5-mile radius of each Opportunity listing featured in the MyHouseKeys Platform
- d. Local workshops targeting the groups above
- e. Participating in local events as public health restrictions (e.g. COVID-19) allow
- f. Online and Social Media Campaigns to share available opportunities locally
- g. Listings on popular websites and real estate aggregators (E.g. Craigslist, Local MLS, etc.)
- h. When appropriate and when the budget allows, Provider will advertise in local media (radio, print, etc.)

11. Additional Service Descriptions. Provider will provide the following additional services.

- a. Provider shall build and maintain a group of qualified and eligible Program homebuyers and renters at a minimum Buyer/Renter-to-Property ratio of 5:1. For Agencies that maintain an accruing Waitlist based on registration timestamp, Provider will assign Application ID using the Timestamp and assign a “Legacy Applicant” Preference Assignment.
- b. Provider will partner with the City to create Program legal templates for documents required for signature by the Program participants. Provider shall supply documents that are typically used in the Applicable County for residential real estate transactions (e.g. purchase and sale, disclosure acknowledgements, addendums, etc.)
- c. Provider will maintain a list of approved loan officers and lending operations eligible to provide mortgage lending for purchase and refinance transactions
- d. Provider will maintain a list of approved real estate agents and brokers eligible to provide listing services to sellers for resale transactions
- e. Provider will maintain a list of appraisers for fair market valuations
- f. Provider will maintain a list of escrow officers who are familiar with program requirements and transaction compliance
- g. Provider will review individual program restrictions for terms and requirements as needed including shared equity programs, down payment assistance loans and any resale restriction agreements.
- h. Provider will prepare City staff reports and hold City Council Study and Closed Sessions to discuss complicated and sensitive program matters.
- i. Provider will enter contract with the City with the intention of adding the City to the Model City Project that incorporates Industry Best Practices, A Program

Database, and a Regional Program Working Group. This Project will improve efficiencies and reduce program costs to the City.

- j. Provider will provide training, analysis, and suggested improvements to the Affordability Program.
 - k. Provider will prepare a presentation for Staff and City Council Members on the Model City Project.
 - l. **Special Projects.** There will be cases where Provider will be asked to complete a Project that is outside of the contract scope. If project scope and terms are defined in writing, Provider will agree to complete project at a specified billing rate.
12. **Transaction Coordination.** Provider may act as transaction coordinator for all Inclusionary Housing real estate transactions. Transaction coordination services may be used by and paid for by a third party. Provider has provided a fee schedule which details the maximum fee that it will charge for transaction services. The Transaction Coordination Services and Fee Schedule is included in Exhibit B. The following describes the services that Provider will perform on behalf of the City.
- a. Provider will coordinate document transmittals between buyers, renters, borrowers, homeowners, tenants, developers, and City as needed. Provider will be responsible for ensuring all documents submitted for City signatures are complete and accurate. Provider will be responsible for making any necessary corrections to documents.
 - b. Provider will coordinate the timelines, meetings, inspections, and document signings that need to take place on the buyer side and seller side of these transactions. While the Asset Management team is focused on the transaction details, the Operations Team is managing the Applicant Pool, Lottery, and Selection Process. Provider will also work with an escrow officer familiar with selling properties with a recorded deed restriction to ensure proper handling of funds and documentation.
 - c. **Ownership Resale Transaction Fee:** To maintain affordable pricing of resold BMR consistent with the Affordable Housing Agreement or equivalent document, during the resale of a BMR ownership unit, Provider may perform the role of an agent and agrees to perform one resale per fiscal year included in the Annual Fee for BMR Ownership Units. (See Fee Schedule.) When permitted by Affordable Housing Agreement or equivalent document, the maximum commissions to be paid to agents shall be five percent (5%), not to exceed \$36,000 in a single transaction.

EXHIBIT B FEE SCHEDULE

Onboarding Fees: Not to exceed \$15,000

The onboarding process can take between 30 days and 6 months.

Annual Fee for BMR Ownership Units: \$75,000

Provider will bill a \$75,000 base fee in equal monthly installments for the first 150 units in the City's Inclusionary Housing ownership portfolio. Provider will bill an additional fee of \$500 per unit plus for each unit above 150 Units.

Annual Fee for BMR Rental Units: \$0

Provider does not charge a fee for monitoring rent-subsidized, inclusionary housing units developed in buildings that are 100% affordable. The City currently does not have any inclusionary rental units in market-rate developments.

Billing Rate for Projects Outside of Scope:

HK Program Admin Team Leaders	Billing Rates
Mandy Israde	\$175/hour
Julius Nyanda	\$200/hour
Kathie Wells	\$150/hour
Christina Enriquez	\$150/hour
Abraham Valle	\$125/hour

Transaction Fees

In addition to the fees shown above, Provider may charge transaction fees to third parties at the point-of-service (e.g., New Construction Fees are charged to the Developer for delivering an eligible buyer and as part of their contribution to ongoing compliance costs). These fees costs have been negotiated by the City with not to exceed values for the benefit of the future BMR homebuyers and tenants.

Transaction Fee for New Ownership Sales & Satisfaction of Buyer Selection Requirements

Fee	Fee Cap / Max	Note/ Responsible Party
3% of Sales Price	Maximum \$18,000.00 per unit	Negotiated with and paid by the Developer
Services Provided: In new construction sales, the Developer's sales team serves the Seller and uses its Department of Real Estate Approved sales contract to represent the terms and conditions of sale. Provider may assist the developer with satisfying its Inclusionary Housing buyer selection requirements. In those cases, Provider may enter into an agreement with the developer and represent the BMR buyer pool. Provider recommends that an applicant pool goal should be to have at least 7 applicants for every 1 unit for sale or rent.		

Acquisition and Ownership Resale / Rehab Transaction Fee

Fee	Fee Cap / Max	Note/ Responsible Party
5% of Resale Restriction Price plus 5% of New Sales Price	Maximum \$60,000.00	BMR Buyer, though upfront costs may be paid by the City and reimbursed by the buyer at purchase

Services Provided: An Acquisition transaction followed by Ownership Resale / Rehab transaction is a complicated series of transactions typically common in the case of a distressed sale and may require two separate escrows.

Regardless of the buyer, Provider will first assist the City with directing the homeowner to appropriate resources. Recent versions of the Affordable Housing Agreement with the City of Alameda contain a provision that the Housing Authority of the City of Alameda may opt to purchase a BMR property after a Notice of Default has been filed. This transaction fee would be applicable only in those circumstances where the Housing Authority did not exercise its option and the City of Alameda instead opted to proceed with negotiating the purchase of the property. For Provider to serve as a buyer, an Assignment of the Option may be required.

For Acquisition-Related transactions, Provider will manage the holding period and maintain the property through to close of escrow. It is important to note that there may be situations where a legal matter arises related to the acquisition or resale. Provider has experience working with attorneys to settle matters involving owners that challenge the recorded agreement or who are out of compliance with program requirements. There are also cases involving foreclosure, probate, and bankruptcy where the Provider has experience managing through the transaction timeline. There may be cases where legal fee reimbursements are involved, or special project fees are charged. These will be presented to the City before work begins.

In the instances where Provider is selected by the City to assist it with acquiring and subsequently reselling a BMR property, Provider may serve as either an Agent to the City or as a Buyer. In cases where the City is purchasing the Unit, the Provider will act as the City's agent. Provider will complete the acquisition transaction and then go on to manage the resale.

Like resale fees, these fees shall be factored into the cost of the home and ultimately paid by the buyer out of the sales proceeds.

Down Payment Assistance Loan Processing Fee

Fee	Fee Cap / Max	Note/ Responsible Party
\$1,250.00 per transaction	\$1,250.00 per transaction	Borrower

Services Provided: Provider may assist in the preparation of loan documents for down payment assistance provided by the City of Alameda or State of California (i.e., CalHome or BEGIN). The maximum allowable fees charged to the borrower may be capped by the funding entity.

Refinance (due to transfer) & Document Processing Fee

Fee	Fee Cap / Max	Note/ Responsible Party
\$500.00 per transaction	\$500.00 per transaction	Homeowner
Services Provided: The City does not charge a transaction fee for a standard rate and term refinance. This fee will not be charged for a standard rate and term refinance with no other transfers. Refinances due to divorce or other transfers of title require additional work. Transaction fees charged to homeowners for refinance transactions are charged for the time taken to ensure that proposed transaction complies with restrictive covenants. This can include a refinance with a mortgage lender or other types of transfers as referenced in the recorded document (e.g., Divorce, Estates, Inheritance, etc.). This fee may be charged in addition to the subordination fee that is payable to the City.		

Rental Unit Processing Fee

Fee	Fee Cap / Max	Note/ Responsible Party
\$1,500.00 per lease transaction	\$1,500 per lease transaction	Developer
Services Provided: Advertise units for rent, hold lottery, and manage the applicant pool (evaluate and screen prospective tenant applications and recommend applications) to the City as appropriate.		

Down Payment Assistance Loan Processing Fee

Fee	Fee Cap / Max	Note/ Responsible Party
\$1,250.00 per transaction	\$1,250.00 per transaction	Borrower
Services Provided: Provider may assist in the preparation of loan documents for down payment assistance provided by the City of Alameda or State of California (i.e., CalHome or BEGIN). The maximum allowable fees charged to the borrower may be capped by the funding entity.		

POLICY NUMBER:
LIABILITY

COMMERCIAL GENERAL

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS

RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:
COMMERCIAL AUTO

CG 20 48

02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insureds” under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

Name of Person or Organization:

City of Alameda
Community Development Department
950 West Mall Square, Room 205
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99