

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered retroactively into this ____ day of November, 2021, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and Cornerstone Community Development Corporation dba Building Futures with Women and Children, a California non-profit corporation, whose address is 1395 Bancroft Avenue, San Leandro, CA 94577 (the "**Provider**"), in reference to the following:

RECITALS:

A. On October 26, 2021, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$53,000 to manage and operate the Winter Warming Services.

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. COMPENSATION TO PROVIDER section b. of the Agreement is modified to read as follows:

The total compensation for this Agreement shall not exceed **\$113,000.**

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Signatures on following page

Cornerstone Community Development
Corporation dba Building Futures with
Women and Children
A California Nonprofit Corporation

DocuSigned by:

Elizabeth Varela

96EB833F103143D...

Elizabeth Varela
Executive Director

CITY OF ALAMEDA
A Municipal Corporation

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL:

DocuSigned by:

Lisa Maxwell

03D4CD3886B6458...

Lisa Maxwell
Community Development Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:

Elizabeth Mackenzie

2753DA3A4204469...

Elizabeth Mackenzie
Chief Assistant City Attorney

EXHIBIT A

City of Alameda Community Development Department Provider Scope of Work

PROVIDER: Building Futures with Women and Children

PROGRAMS: Winter Warming Services Program

CLIENTS TO BE SERVED: A Minimum of 7 Unduplicated

CONTRACT AMOUNT: \$113,000

CONTRACT PERIOD: November 15, 2021 – April 15, 2021

SCOPE OF WORK:

I. Definitions

Winter Warming Services: provides individuals experiencing homelessness, with priority given to such individuals over 65 and/or with chronic health conditions, with emergency shelter in hotel accommodations during the months in which inclement weather is anticipated. In addition, Winter Warming Services provides two meals a day, case management and referral services, and access to warm clothing if needed.

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

II. Services to be Provided

PROVIDER shall implement the Winter Warming Services program. Under this Agreement, PROVIDER will assume fiscal agent responsibilities to provide direct services to clients, coordinate programs and activities, and operate Winter Warming Services. As the fiscal agent, PROVIDER will assume budget oversight, evaluation, and reporting responsibilities. At the minimum PROVIDER will ensure that the following service components will be provided:

- a. Provide staff oversight of the program. Ensure preparations are made to begin to offer services no later than November 26th.
- b. Serve a minimum of 7 unduplicated homeless adults with winter warming services; serve additional homeless adults if funding allows.
- c. Adhere to the Core Principles (Attachment C) 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.

- d. Provide a welcoming, safe, sanitary, and inclusive environment for all participants and guests from all walks of life, regardless of race, creed, gender, gender identity, color, or religion. Any person in need: men, women, LGBTQ, is welcome to receive services without judgment.
- e. Develop, coordinate, implement, oversee, and evaluate Winter Warming Service Program operations, programs, and services.
- f. Provide Case Management. Provide staff trained in providing housing search and applications assistance. Arrange for meeting with each participant to ensure all are assessed and connected to the Coordinated Entry system for additional housing resources during their motel stay.
- g. Support participants with their health, mental health, housing, and social service needs by coordinating with community-based agencies serving the homeless population in Alameda and linking clients to programs and services that will help end their homelessness.
- h. Secure a minimum of 7 hotel rooms in advance, using the best reasonable negotiated rate, for up to 50 days between November 15, 2021 and April 15th, 2022.
- i. Ensure hotel rooms receive regular daily inspection to review habitability and condition of rooms, and to address any issues with participants. Motel rooms used must be in acceptable physical condition and must be accessible for individuals with disabilities if accommodations are required.
- j. Serve a minimum of two meals per day for each participant on the days that motel rooms are offered.
- k. Provide services to allow program participants to receive mail at the subcontractor location. Participants will receive the specific address through which they may receive mail.
- l. Provide warm clothes for program participants that do not have sufficient winter clothing.
- m. Record, track, and report client data and other metrics using the appropriate database, forms, and templates agreed upon between the PROVIDER and the CITY.
- n. Participate in the City of Alameda's homeless initiatives and programs, including the Collaboration Advancing Resources, Efforts, and Supports for Alameda's Homeless and its activities, and other workgroups appropriate to the scope of the project.
- o. Ensure timely and accurate submission of monthly, annual, and other reports requested by the City of Alameda.
- p. PROVIDER agrees to implement and operate the program in accordance with the terms of this agreement.

III. Program Evaluation and Reporting Requirements

- a. PROVIDER shall submit monthly reports no later than 15 days after the end of the month being reported on. Monthly reports will include, at the minimum, the following data elements:
 - Unduplicated clients serviced
 - Demographic information of clients including:
 - Age, gender, race, ethnicity, city of last residence and residence prior to entry.
 - Program impact and outcomes:

- Number and percentage of unsheltered individuals who have exited the winter shelter into year-round shelter or other interim housing
 - Number and percentage of unsheltered individuals who have exited the winter shelter into permanent housing
 - Number and percentage of unsheltered individuals who have been connected to employment assistance, full or part-time employment, general assistance, food stamps, or other mainstream supports.
 - Other information that will help in the evaluation of the program
- 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.
- c. PROVIDER shall submit a final narrative within ten (10) days of April 15th, 2022 containing, at a minimum, the information in (a) above. The report shall include a narrative accounting of the progress achieved toward the Scope of Work objectives, and the unsheltered individual information in the monthly reports using aggregate reporting.
- d. PROVIDER shall make good faith efforts to collect and input data at 100% data quality.
- e. PROVIDER shall make good faith efforts to provide other information, as requested by the City of Alameda, in a timely manner.
- f. The HUD definition of "homeless" shall be used for reporting purposes. "Homeless" as defined by HUD, means an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2021

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 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Elena Ibarra PHONE (A/C, No, Ext): 818. 539. 8671 FAX (A/C, No): 818. 539. 8771 E-MAIL ADDRESS: Elena_Ibarra@ajg.com														
INSURED Cornerstone Community Development Corporation dba: Building Futures with Women and Children 1840 Fairway Drive San Leandro CA 94577	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits' Insurance Alliance of CA</td> <td></td> </tr> <tr> <td>INSURER B: Service American Indemnity Company</td> <td>39152</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	NAIC #	INSURER A: Nonprofits' Insurance Alliance of CA		INSURER B: Service American Indemnity Company	39152	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

 License#: 0726293
 CORNCOM-05

COVERAGES

CERTIFICATE NUMBER: 428347027

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div>	Y	2021-08640	7/1/2021	7/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>		2021-08640	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		2021-08640-UMB	7/1/2021	7/1/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SATIS0020601	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability		2021-08640	7/1/2021	7/1/2022	Limit Aggregate \$1,000,000 \$2,000,000

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

 Policy: Improper Sexual Conduct & Physical Abuse
 Policy#: 2021-08640
 Policy term: 7/1/2021 to 7/1/2022
 Carrier: Nonprofits' Insurance Alliance of CA
 Per Claim: \$1,000,000, Aggregate: \$1,000,000

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10/27/2021

 Policy: Cyber Liability
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

 City of Alameda Community Development Services
 950 W. Mall Square, Ste 215
 Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CORNCOM-05

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Cornerstone Community Development Corporation dba: Building Futures with Women and Children 1840 Fairway Drive San Leandro CA 94577
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy#: RPS-P-0776806M
Policy term: 2/12/2020 to 7/1/2021
Carrier: BCS Insurance Company
Limit: \$1,000,000

Policy: Directors & Officers
Policy#: 2021-08640-DO-NPO
Policy term: 7/1/2021 to 7/1/2022
Carrier: Nonprofits' Insurance Alliance of CA
Limit: \$1,000,000, Aggregate: \$2,000,000, Retention:\$5,000

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845
Certificate holder is named as Additional Insured on the General Liability as per CG2010. *30 day notice of cancellation.

POLICY NUMBER: 2021-08640

Named Insured: Cornerstone Community Development Corporation*

COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Cornerstone Community Development Corporation

1840 Fairway Drive
San Leandro, CA 94577

RESOLUTION

- A. WHEREAS, the City of Alameda Community Development Block Grant (CDBG) has issued a Notice of Funding Opportunity for the period of July 1, 2021 – June 30, 2022; and
- B. Cornerstone Community Development Corporation (doing business as "Building Futures") is a nonprofit corporation that is eligible and wishes to apply for and receive a City of Alameda CDBG grant; and
- C. If Cornerstone Community Development Corporation receives a grant from CDBG, it certifies that all uses of the funds will follow the CDBG Regulations and Contract.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of Cornerstone Community Development Corporation hereby authorizes the Executive Director of Building Futures, Elizabeth Varela to execute all required certifications, apply for and accept the Community Development Block Grant (CDBG) – Case Management \$25,000 and to sign the Standard Agreement, any subsequent amendments thereto.

PASSED AND ADOPTED by Cornerstone Community Development Corporation this 23RD day of September 2021 by the following vote:

AYES: 11

ABSTENTIONS: 0

NOES: 0

ABSENT: 0

Rob Rich, BOARD CHAIR

ROB RICH

Signature and Title of Approving Officer

ATTEST: _____

Date: _____