

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this \_\_\_ day of April 2026 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and Ruby’s Place, Inc. dba Restorative Pathways, a non-profit corporation, whose address is 20880 Baker’s Road Castro Valley, Ca (“**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: Alameda Point Homeless Shelter services. City staff interviewed qualified firms on the City's bidders list or other interested suppliers who had provided proposals to the City concerning the City's need for services or materials and selected the service provider that best meets the needs of the City
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on April 21, 2026.
- E. The City and Provider desire to enter into an agreement for operation of the Emergency Supportive Housing program, upon the terms and conditions herein.

### **AGREEMENT**

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

**1. TERM:**

The term of this Agreement shall commence on the 1st day of May 2026, and shall terminate on the 30th day of June 2027, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to June 30, 2028 (1) additional year. Any extension shall be documented in a signed amendment and approved by the City Council in an open and public meeting. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged.

**2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included

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

**3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in this Section 3.

b. Compensation for this contract shall not exceed \$1,511,000 per year, for a total two-year compensation not to exceed \$3,022,000. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

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

**5. STANDARD OF CARE:**

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

**6. INDEPENDENT PARTIES:**

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

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

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

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

**8. NON-DISCRIMINATION:**

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

**9. HOLD HARMLESS:**

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

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


c. Provider’s obligation to indemnify, defend and hold harmless Indemnitees 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). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

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

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

  
Provider Initials

b. **COVERAGE REQUIREMENTS:**

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

(1) **Workers’ Compensation:**

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

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

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

(3) Automotive:

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

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

or

Combined Single Limit: \$2,000,000 each occurrence

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

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$1,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

(5) Sexual Abuse/Molestation:

Provider shall, at its sole cost and expense, obtain and maintain Sexual abuse/molestation Insurance with minimum limits:

\$1,000,000 per occurrence and \$3,000,000 aggregate.

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(S):

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

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

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

**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. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. 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**").

c. 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.

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

reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

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

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

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

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

City of Alameda  
Housing and Human Services Division  
950 West Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: Camille Rodriguez  
Ph: (510) 747-6890

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

Restorative Pathways  
20880 Baker Road  
Castro Valley, CA 94546  
ATTENTION: Dr. Sophora Acheson, CEO  
Ph: (510) 581-5626

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

City of Alameda  
Housing and Human Services Division  
950 West Mall Square, Suite 205  
Alameda, CA 94501  
ATTENTION: Shelby Neil  
Ph: (510) 747-6890 / [SNeil@alamedaca.gov](mailto:SNeil@alamedaca.gov)

**18. SAFETY:**

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

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

**19. TERMINATION:**

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

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

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

**20. ATTORNEYS' FEES:**

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

**21. HEALTH AND SAFETY REQUIREMENTS.**

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

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

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

**23. CONFLICT OF LAW:**

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

**24. WAIVER:**

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

**25. INTEGRATED CONTRACT:**

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

**26. PREVAILING WAGES:**

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing

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

**27. CAPTIONS:**

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

**28. COUNTERPARTS:**

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

**29. SIGNATORY:**

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

**30. CONTROLLING AGREEMENT:**

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

**31. NONDISCRIMINATION – FEDERAL REQUIREMENTS:**

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

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

(2) Selection for training, including interns and apprentices.

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

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

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

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

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

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

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

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

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

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

(2) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

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

**32. NONDISCRIMINATION – HUD REQUIREMENTS:**

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

- (1) Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- (2) Selection for training, including interns and apprentices.
  - A. Provider agrees to post in conspicuous places in each of Provider’s facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.
- C. Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.
- D. Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.
- E. In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

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

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

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

Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

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

(1) CIVIL RIGHTS/EQUAL OPPORTUNITY

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

(2) EMPLOYMENT AND CONTRACTING OPPORTUNITIES

- A. Section 3. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development Department and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of the Housing and Urban Development set forth in 24 Part C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this

Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- C. Provider will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Provider will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. Provider will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, is a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

(3) PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

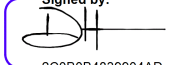
IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Ruby’s Place, Inc. dba  
Restorative Pathways  
A nonprofit corporation

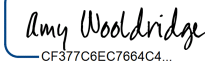
Signed by:  
  
\_\_\_\_\_  
Sophora Acheson  
Executive Director

CITY OF ALAMEDA  
a municipal corporation

\_\_\_\_\_  
Adam Politzer  
Interim City Manager

Signed by:  
  
\_\_\_\_\_  
Debi Himovitz  
Associate Executive Director

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
\_\_\_\_\_  
Amy Wooldridge  
Assistant City Manager

APPROVED AS TO FORM:  
City Attorney


Signed by:  
  
\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney

EXHIBIT A

**City of Alameda  
Housing and Human Services Department  
SCOPE OF WORK  
ALAMEDA POINT HOMELESS SERVICES PROGRAM (APHSP)**

**PROVIDER:** Restorative Pathways

**PROGRAMS:** ALAMEDA POINT HSP – Day Center, safe parking, and overnight shelter

**CONTRACT PERIOD:** May 1, 2026 – June 30, 2027

**SCOPE OF WORK:**

**Provider will operate the 18 bed, 25 slot day center/safe parking/overnight homeless shelter currently located at 431 Stardust Place Alameda, Ca. Upon completion of construction at the new location, Provider will transition the program and continue to operate a 30 bed, 25 slot day center/safe parking/overnight homeless shelter at 1041 W. Midway Avenue Alameda, Ca.**

**I. Services to be Provided**

PROVIDER will operate a 24-hour 7-day a week homeless services and shelter program. Services include Day Center services from 9 am - 7 pm, overnight emergency congregate shelter from 7 pm – 9 am, and 24-hour safe parking. Program clients will be permitted to stay on grounds within the fence line 24 hours per day. Provider will be responsible for site management, site maintenance, site security, and program operation. Provider is also responsible for maintaining a welcoming and supportive environment.

Provider is responsible for addressing on-site concerns including but not limited to facility concerns, participant conflict, and security concerns. In the case of an emergency, provider should immediately call the Alameda Police Department and notify the City of Alameda Program Manager (PM), Camille Rodriguez, as soon as feasible. Provider shall submit a detailed written incident report to the PM with-in 24 hours of an recorded incident, emergency or otherwise.

Provider is responsible for setting up safe parking and overnight shelter programs in Clarity-HMIS with the Alameda County HMIS team.

Overnight Shelter

Provider will operate an overnight adult-only shelter in a clean, safe, and supportive environment. Provider shall have clean drinking water on site available to clients and provide

access to all on-site restrooms. Provider will ensure cleanliness of the site and is responsible for setting up and breaking down cots and other furniture as needed. One cot will be reserved for the use of the Alameda Police Department. Provider will enter clients into the Homeless Management Information System (HMIS) under the shelter program on a daily basis. Client's who stay three (3) consecutive nights will be entered into the program as a regular program participant and a bed will be reserved for them until 8:30 pm. Time exceptions will be accepted with proper communication and at the Provider's discretion. Once the program transitions to Midway, provider will develop and oversee a schedule and use of hygiene facilities including on-site showers and laundry facilities. Shelter staff will encourage shelter guests to connect with Day Center staff to connect to services and resources.

### Day Center

Provider will operate adult-only day center services in a clean, safe, and supportive environment. Provider shall have clean drinking water on site available to clients and provide access to all on-site restrooms. Provider will work with the local limited access point to enroll clients into the coordinated entry system. Provider will provide daily programming including:

- On-site case management and housing navigation services
- Transportation support to appointments and resources
- Connection to flex-funds for housing and employment support
- Warm hand-offs to services and housing
- On-site therapeutic services through the City's contracted services
- Enrichment groups
- Daily hot meals and a continental breakfast including community leveraged meals

Case Managers will enter their clients into HMIS and update their client's HMIS data upon each meeting or request for a meeting. Data will be entered within 24 hours of receipt of information or the activity. Provider will build relationships with city partners, residential neighbors, and partner agencies. Provider will leverage partnerships to enhance services provided at the Day Center and increase resources brought directly to the Day Center.

### Safe Parking

Provider will operate an adult-only safe parking program in a clean, safe, and supportive environment. Provider shall ensure clients in safe parking complete an intake and are entered into HMIS as a program participant. Vehicle license plates shall be recorded and ownership confirmed prior to permitting the vehicle on-site. Provider shall have clean drinking water on site available to clients and provide access to clean operational restrooms. Provider shall ensure clients utilizing the safe parking program are aware of the day center services and are encouraged to use them. Provider shall ensure the safe parking participants utilize the space to rest and/or access services. Participants are not permitted to loiter in the parking lot. Provider will manage access into the parking space. Provider will ensure only operational passenger vehicles are permitted on site and health and safety checks are conducted daily.

### COLLABORATION

Meetings: Provider will closely collaborate with partner agencies. Provider will send a representative to the City of Alameda run Coordinated Outreach Team meetings, CARE meetings, and the Housing and Human Services Strategic Planning sessions. Provider will meet regularly as needed, for case conferencing and coordination meeting with the City of Alameda PM.

Emergency Supportive Housing: Provider will work closely with staff overseeing the Emergency Supportive Housing Program to coordinate referrals to vacant beds at that program location.

Alameda Engagement Services Team (EST): Provider will work in close collaboration with the City of Alameda's Engagement Services Team to support shared client needs. Provider will accept referrals from the EST. Provider will notify the EST by submitting a SeeClickFix request when an encampment is established in the area surrounding the program site. Provider will work in partnership with the EST to encourage people in surrounding encampments to join the program.

Other Housing Agencies: Provider will work closely with partner agencies including the Alameda Housing Authority, Building futures for Women and Children, and Operation Dignity to support program participants moving into other programs or permanent affordable housing.

PROVIDER shall ensure that the following service components will be provided:

- a. Ensure all clients receive a program intake, sign a program agreement, are entered into HMIS, and are connected to the Local Assess Point for a Coordinated Entry Assessment.
- b. Adhere to the Core Principles (Exhibit B) 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, gender identity, color, or religion.
- d. 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.
- e. Maintain the safety, security, and accessibility of the Alameda Point HSP facilities, grounds, and surrounding areas. Site maintenance includes keeping grounds and facility free of trash, providing trash receptacles and dog waste bags, and pressure washing the lot weekly.
- f. Develop a clearly defined staffing plan and reporting responsibilities to support planned activities and programs.
- g. Develop an outreach plan to promote the program to the target population.
- h. Coordinate with the Alameda Engagement Team to ensure timely support for encampments surrounding the grounds.

- i. Implement processes for screening, assessing, and enrolling participants in the program. Ensure that participants understand, agree to, and sign the Safe Parking Onsite Code of Conduct and Expectations (Attachment C) and impose disciplinary action, including disenrollment from the program, as necessary.
- j. Record, track, and report client data and other metrics using the appropriate database, forms, and templates agreed upon between the PROVIDER and the City of Alameda.
- k. Participate in the City of Alameda's homeless initiatives and programs, including the Coordinated Outreach Team, Collaboration Advancing Resources, Efforts, and Supports for Alameda's Homeless and its activities, and other workgroups appropriate to the scope of the project.
- l. Ensure timely and accurate submission of monthly, annual, and other reports requested by the City of Alameda.
- m. PROVIDER agrees to implement and operate the program in accordance with the terms of this agreement.

### **III. Program Evaluation and Reporting Requirements**

#### **OUTCOMES**

- A. Serve 30 unduplicated individuals per month through case management
- B. Provide overnight shelter to 18 unduplicated individuals experiencing homelessness per month
- C. Provide safe parking to 25 unduplicated adult-only passenger vehicle households per month to support homeless individuals living in their vehicles.

#### **REPORTING**

- 1. Submit monthly APRs within 10 days after the end of the month being reported.
  - a. Safe Parking APR
  - b. Overnight Shelter APR
  - c. Day Center APR
- 2. Provider shall submit quarterly case management reports 10 days after the end of the quarter being reported. Quarterly reports will be submitted through the report template provided by the City of Alameda
- 3. Submit Accomplishment Reports as agreed upon between the City and Provider at the following contract intervals: 3 months, 6 months, 9 months, 12 months, and upon completion of the contract term. At minimum, data will include the number of people served, exits to shelter and housing, discharges, and narrative outlining success and challenges. Reports are due 10 days after the completion of the reporting period.
- 4. 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.

- a. Provider shall make good faith efforts to provide other information, as requested by the City of Alameda, in a timely manner.
- b. Provider shall collect and input data at 100% data quality.
- c. Provider shall notify the City assigned program manager of incidents as soon as feasibly possible and provide a written incident report within 24 hours of the incident.
- d. Provider shall notify the City of maintenance concerns that cannot be remedied within a 24-hour period.
5. Invoicing: Provider shall submit a monthly financial report within 15 days after the end of the billing month including back-up documentation confirming expenses.

## **MONITORING**

The City is committed to being a collaborative and supportive partner. In addition, the City is the program funder and responsible for monitoring the program.

The City will conduct formal annual monitoring of the program. Provider will work with the City during the monitoring process including furnishing all requested documents and sharing access to the program site and program files. Provider will designate a staff member to partner with the City on the monitoring process.

In addition, on going monitoring will take place by the City including scheduled and unscheduled site visits, review of data in program meetings, and addressing grievances that are unresolved by the Provider's leadership.

<b>City of Alameda Drop in Center &amp; Safe Parking</b>		
<b>Personnel Expenses:</b>	<b>Annual Budget:</b>	<b>Budget Explanation:</b>
Associate Director of Family Services (.15 FTE)	\$ 15,750.00	Overall operations leadership; supervises Program Manger; City liaison; CQI oversight.
Program Manager (.10 FTE)	\$ 8,500.00	Oversees the Site Coordinator, ensures compliance with shelter standards and manages grievances
Site Coordinator (1.0 FTE)	\$ 75,000.00	Day-to-day Drop in Center Lead; schedules/coverage; vendor performance; safety; incident review;
Housing Navigators (1.0 FTE)	\$ 66,560.00	Housing plans, unit search, landlord engagement, move-in support.
24/7 advocates (7.4 FTEs)	\$ 400,192.00	24/7 Coverage of the drop in center and parking; Directly support clients, incidents; re-engagement to Day Center.
Group Facilitator (1 FTE)	\$ 66,560.00	Conducts lifeskills groups, mock interviews, resume building, etc.
AOD Counselor (1 FTE)	\$ 75,000.00	Addiction recovery support and connections into recovery facilities
Case Managers (2.0 FTE)	\$ 133,120.00	Creates individual case plans with the clients, makes referrals, handoffs and advocates for the clients
Security Monitors (2.0 FTEs)	\$ 108,160.00	Parking Attendants, nightly rounds; participant support; documentation.
Director of Family Services (.10 FTE)	\$ 19,800.00	Oversees all service facility, ensure contract compliance
Finance Director (.10 FTE)	\$ 13,000.00	Processes invoices, pays vendors, AP and AR for the project
HR specialist (.10 FTE)	\$ 9,000.00	Onboards new staff, manages employee issues and terminations
<b>Total Personnel</b>	<b>\$ 990,642.00</b>	
<b>Employee Benefits</b>	<b>\$ 237,754.08</b>	Benefits are calculated at 24%
<b>Total Personnel Expenses</b>	<b>\$ 1,228,396.08</b>	
<b>Operations</b>		
<b>Travel Expenses:</b>		
Transportation (van lease/insurance/fuel; bus passes)	\$ 20,000.00	Van loops to AC Transit hubs; participant passes; accessibility trips.
<b>Total Travel Expenses</b>	<b>\$ 20,000.00</b>	
<b>Direct Program Expenses:</b>		
Cleaning and maintenance	\$ 50,000.00	Security, janitorial, repairs and maintenance of the facility
Training and Recruitment	\$ 5,000.00	Onboarding, de-escalation, HMIS, equity/access training.
Food	\$ 15,000.00	Suppliment food for what partners can't provide
Site Insurance	\$ 20,000.00	Insurance cost for the site facility and increased staffing
Data Base	\$ 5,000.00	HMIS, Clarity, and other reporting data bases
Software	\$ 10,000.00	Software for the databases
Tech support	\$ 5,000.00	Support to ensure cameras, phones and computers are working properly
Audit	\$ 5,000.00	Portion of agency audit for this project
Site Utilities (AMP, ACI, WiFi, Gas, Water)	\$ 12,000.00	
Shower Services	\$ 25,000.00	
Outreach and materials	\$ 5,000.00	Outreach materials, events and social
<b>Total Direct Program Expenses</b>	<b>\$ 157,000.00</b>	
<b>Equipment &amp; Supplies Expenses:</b>		
Program supplies	\$ 15,000.00	Group supplies, toliet paper, cleaning supplies, and other materials
<b>Total Equipment and Supplies Expenses</b>	<b>\$ 15,000.00</b>	
<b>Subcontractors/ Consultants:</b>		
Finance support	\$ 10,000.00	accounting and reconciliation support
<b>Total Contractor Expenses</b>	<b>\$ 10,000.00</b>	
<b>Total Direct Costs</b>	<b>\$ 1,410,396.08</b>	
<b>Indirect:</b>		
Indirect Costs	\$ 141,039.61	10% of Budget
<b>Total Proposed Budget</b>	<b>\$ 1,551,435.69</b>	

<b>City of Alameda Drop in Center &amp; Safe Parking</b>		
<b>Personnel Expenses:</b>	<b>Annual Budget:</b>	<b>Budget Explanation:</b>
Associate Director of Family Services (.15 FTE)	\$ 15,750.00	Overall operations leadership; supervises Program Manger; City liaison; CQI oversight.
Program Manager (.10 FTE)	\$ 8,500.00	Oversees the Site Coordinator, ensures compliance with shelter standards and manages grievances
Site Coordinator (1.0 FTE)	\$ 75,000.00	Day-to-day Drop in Center Lead; schedules/coverage; vendor performance; safety; incident review;
Housing Navigators (1.0 FTE)	\$ 66,560.00	Housing plans, unit search, landlord engagement, move-in support.
24/7 advocates (7.4 FTEs)	\$ 400,192.00	24/7 Coverage of the drop in center and parking; Directly support clients, incidents; re-engagement to Day Center.
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Director of Family Services (.10 FTE)	\$ 19,800.00	Oversees all service facility, ensure contract compliance
Finance Director (.10 FTE)	\$ 13,000.00	Processes invoices, pays vendors, AP and AR for the project
HR specialist (.10 FTE)	\$ 9,000.00	Onboards new staff, manages employee issues and terminations
<b>Total Personnel</b>	<b>\$ 990,642.00</b>	
<b>Employee Benefits</b>	<b>\$ 237,754.08</b>	Benefits are calculated at 24%
<b>Total Personnel Expenses</b>	<b>\$ 1,228,396.08</b>	
<b>Operations</b>		
<b>Travel Expenses:</b>		
Transportation (van lease/insurance/fuel; bus passes)	\$ 20,000.00	Van loops to AC Transit hubs; participant passes; accessibility trips.
<b>Total Travel Expenses</b>	<b>\$ 20,000.00</b>	
<b>Direct Program Expenses:</b>		
Cleaning and maintenance	\$ 50,000.00	Security, janitorial, repairs and maintenance of the facility
Training and Recruitment	\$ 5,000.00	Onboarding, de-escalation, HMIS, equity/access training.
Food	\$ 15,000.00	Suppliment food for what partners can't provide
Site Insurance	\$ 20,000.00	Insurance cost for the site facility and increased staffing
Data Base	\$ 5,000.00	HMIS, Clarity, and other reporting data bases
Software	\$ 10,000.00	Software for the databases
Tech support	\$ 5,000.00	Support to ensure cameras, phones and computers are working properly
Audit	\$ 5,000.00	Portion of agency audit for this project
Site Utilities (AMP, ACI, WiFi, Gas, Water)	\$ 10,000.00	
Shower Services	\$ 16,000.00	
Outreach and materials	\$ 5,000.00	Outreach materials, events and social
<b>Total Direct Program Expenses</b>	<b>\$ 146,000.00</b>	
<b>Equipment &amp; Supplies Expenses:</b>		
Program supplies	\$ 15,000.00	Group supplies, toliet paper, cleaning supplies, and other materials
<b>Total Equipment and Supplies Expenses</b>	<b>\$ 15,000.00</b>	
<b>Subcontractors/ Consultants:</b>		
Finance support	\$ 10,000.00	accounting and reconciliation support
<b>Total Contractor Expenses</b>	<b>\$ 10,000.00</b>	
<b>Total Direct Costs</b>	<b>\$ 1,419,396.08</b>	
<b>Indirect:</b>		
Indirect Costs	\$ 141,939.61	10% of Budget
<b>Total Proposed Budget</b>	<b>\$ 1,561,335.69</b>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/26/2026

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Ren Hartonians <b>PHONE (A/C No. Ext):</b> 818-539-2300 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ren_hartonians@ajg.com														
License#: 0D69293 EMERSHE-02	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Berkley Regional Insurance Company</td> <td style="text-align: center;">29580</td> </tr> <tr> <td><b>INSURER B:</b> NOVA Casualty Company</td> <td style="text-align: center;">42552</td> </tr> <tr> <td><b>INSURER C:</b> Homeland Insurance Company of New York</td> <td style="text-align: center;">27154</td> </tr> <tr> <td><b>INSURER D:</b> Southlake Specialty Insurance Company</td> <td style="text-align: center;">16999</td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Berkley Regional Insurance Company	29580	<b>INSURER B:</b> NOVA Casualty Company	42552	<b>INSURER C:</b> Homeland Insurance Company of New York	27154	<b>INSURER D:</b> Southlake Specialty Insurance Company	16999	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURED</b> Ruby's Place / Restorative Pathways 20880 Baker Road Castro Valley, CA 94546															

**COVERAGES** **CERTIFICATE NUMBER: 20849538** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:	Y		HHN 8525945 - 18	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			HHN 8525945 - 18	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll. Ded \$ 1,000/\$1,000
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			XACA90131	8/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CF1-WK-10000312-07	7/1/2025	7/1/2026	<input 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
C	Crime			MML-006035-0725	7/1/2025	7/1/2026	Employee Theft / F&A 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Policy: Sexual molestation/Abuse  
 Policy#: 8525945-18  
 Carrier: Berkley Regional Insurance Company  
 Policy Term: 7/1/2025 To 7/1/2026  
 Per Claim: \$1,000,000 / Aggregate: \$3,000,000

Policy: Professional Liability  
 Policy#: 8525945-18  
 See Attached...

4/6/2026

<b>CERTIFICATE HOLDER</b>  City of Alameda 2263 Santa Clara Avenue Alameda CA 94501	<b>CANCELLATION</b>  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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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, LLC		<b>NAMED INSURED</b> Ruby's Place / Restorative Pathways 20880 Baker Road Castro Valley, CA 94546	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

Carrier: Berkley Regional Insurance Company  
 Policy Term: 7/1/2025 To 7/1/2026  
 Per Claim: \$1,000,000 / Aggregate: \$3,000,000

Policy: Cyber Liability  
 Policy#: RPS-P-50274207M  
 Carrier: Underwriters at Lloyd's, London  
 Policy Term: 7/01/2025 To 7/01/2026  
 Limit: \$1,000,000 / Retention: \$2,500

Policy: Directors & Officers Liability  
 Policy#: 0100313709-1  
 Carrier: Kinsale Insurance Company  
 Policy Term: 7/01/2025 To 7/01/2026  
 Limit: \$2,000,000 / Deductible: \$20,000

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named additional insured with respect to the General Liability policy, per the attached endorsement.

POLICY NUMBER: HHN 8525945 - 18

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - DESIGNATED 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):**

City of Alameda and Its Members, Officers, Directors, Agents, Volunteers, Employees, and Officials

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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 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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.**

## **GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

<b>SUBJECTS OF INSURANCE</b>
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$20,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

**A. BROADENED BODILY INJURY**

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

**B. BROADENED PERSONAL AND ADVERTISING INJURY**

1. Paragraph 14. of **Section V - Definitions** is deleted and replaced with the following:

14. “Personal and advertising injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization, or disparages a person’s or organization’s goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy;
  - f. Misappropriation of advertising ideas or style of doing business;
  - g. Infringement of copyright, title, or slogan; or
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B - Personal and Advertising Injury Liability** are deleted and replaced with the following:

**b. Material Published with Knowledge of Falsity**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

**c. Material Published Prior to Policy Period**

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

**C. BROADENED PROPERTY DAMAGE**

Exclusion 2.a. under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

**a. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE**

1. Paragraph 6. under **Section III - Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion, or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

c. \$500,000; or

d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph **2. Exclusions of Coverage A - Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs **c.** through **n.**, do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

3. Paragraph **4. Other Insurance of Section IV - Commercial General Liability Conditions** is amended as follows:

Paragraph **b.(1)(a)(ii)** is deleted and replaced with the following:

**(ii)** That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph **9.a.** under **Section V - Definitions** is deleted and replaced with the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. This Broadened Coverage is subject to all the terms of **Section III - Limits Of Insurance**.

6. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **E. BROADENED MEDICAL PAYMENTS**

1. The following provision is added to Paragraph **2.** of **Section III - Limits Of Insurance**:

The Medical Expense Limit shall be the greater of:

**a.** \$20,000; or

**b.** The amount shown in the Declarations for Medical Expense Limit.

2. This Medical Expense Limit is subject to all the terms of **Section III - Limits Of Insurance**.

3. This above Medical Expense Limit does not apply if **Coverage C - Medical Payments** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

#### **F. BROADENED SUPPLEMENTARY PAYMENTS**

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments - Coverages A and B** are deleted and replaced with the following:

**b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION**

Paragraph **3.a** under **Section II - Who Is An Insured** is deleted and replaced by the following:

**a.** Coverage under this provision is afforded only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT**

Exclusion **2.g.** under **Coverage A - Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

**g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to premises you own or rent, provided the "auto" is not owned by or rented, or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance, or use of aircraft, watercraft, or "autos"; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V - Definitions**, Paragraph **12.**, "Mobile Equipment"; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for "bodily injury" or "property damage" which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g.(6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

#### **I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS**

1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV - Commercial General Liability Conditions** is amended to add the following provision:
  - e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."
2. The following provisions are added to **Section IV - Commercial General Liability Conditions**:
  - 10. Liberalization**

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.
  - 11. Notice To Company**

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

#### **J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS**

1. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.
2. **Section V - Definitions** is amended to add the following paragraph:
  - 23. "Special Event"** means any event:
    - a. The purpose of which is to raise funds for you; or
    - b. To recognize the accomplishments of your organization, your "employees," or your "volunteer workers"; or

- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

**K. AUTOMATIC ADDITIONAL INSURED(S)**

The following provisions are added to **Section II - Who Is An Insured:**

**4. Automatic Additional Insured(s)**

**a. Additional Insureds - Athletic Activity Participants**

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:
  - (a) "Medical expenses" under **Coverage C - Medical Payments.**
  - (b) "Bodily Injury" to:
    - (i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
  - (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
    - (i) A co-participant, your "volunteer worker", or your "employee"; or
    - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Additional Insured - Contractual Obligations**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:
  - (a) Coverage is limited to liability arising out of:
    - (1) Your ongoing operations performed for such Additional Insured; or
    - (2) Such Additional Insured's financial control of you; or
    - (3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
    - (4) A permit issued to you by a state or political subdivision.
  - (b) Coverage does not apply to any "occurrence" or offense:
    - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
    - (ii) Which takes place after you cease to be a tenant in that premises.
  - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
    - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    - (ii) Supervisory, inspection, or engineering services.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e). does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

**c. Additional Insured - Funding Sources**

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
  - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

**d. Additional Insured - Manager or Lessor of Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;but only if the written or oral agreement is an "insured contract";
  - (a) Currently in effect or to become effective during the term of this policy; and
  - (b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d.(1) immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

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

**e. Additional Insured - Owner, Manager, Operator or Lessor of “Special Events” Premises**

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a “special event” is held, sponsored or conducted by you, or on your behalf, under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an “insured contract,”
    - (i) Currently in effect or to become effective during the term of this policy; and
    - (ii) Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific “special event”;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
  - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
  - (a) Any “occurrence” or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or “occurrences” caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the “special event” is held.

**f. Additional Insured - Supervisors or Higher in Rank**

- (1) This policy is amended to include as insured any “employees” (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over “employees” and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” designated as supervisor or higher in rank, is an insured for:
  - (a) “Bodily injury” or “personal injury”:
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
    - (iii) Arising out of his or her providing or failing to provide professional health care services.
  - (b) “Personal Injury”:
    - (i) To a co-“employee” while in the course of his or her employment;
    - (ii) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph (b)(i) above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b)(i) or (b)(ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**g. Additional Insured - LIMITATIONS**

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs a. (Athletic Activity Participants), b. (Contractual Obligations), c. (Funding Sources), d. (Managers or Lessors of Premises), and e. (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph h. apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

**L. BLANKET WAIVER OF SUBROGATION**

Paragraph 8. under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

**8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**

- a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

**M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS**

**Section III - Limits Of Insurance** is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

- a. You;
- b. Your "executive officers," directors, "employees," and
- c. Any other insureds in any order that we choose.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

## COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS PAGE

These Declarations along with the **Application**, and the Policy with endorsements shall constitute the contract between the **Insured** and the **Insurance Company**.

Policy Number: XACA90131

Named Insured: RUBYS PLACE INC

Address: 20880 BAKER RD

Castro Valley

CA

94546

Producer: Risk Placement Services

Policy Period: 08/01/2025 - 07/01/2026

Excess Policy

Prior & Pending Date: 08/01/2025

### Limit of Liability

Each Occurrence/Claim: \$ 1,000,000.00

Aggregate Limit: \$ 1,000,000.00

PL Retroactive Date:

SAM Retroactive Date:

Policy Premium: \$ 34,775.00

Schedule of Underlying: See Attached Schedule of Underlying Forms

## FORM LISTING

Form Name	Edition	Form Description
SSIC XSHS	02/25	Declarations Page
FUT 1006	04/24	Schedule Of Forms
CX 21 39	01/15	Schedule Of Named Insureds
CX 00 01	04/13	Commercial Excess Liability Coverage Form
Underlying	01	Schedule Of Underlying
FUT 1005	12/19	Schedule of Locations
CX 21 35	01/15	Fraud Statement
CX 21 37	01/15	Privacy Policy Statement
XLF 101	10/24	Asbestos Exclusion
CX 21 30	01/15	Cap On Losses From Certified Acts Of Terrorism
SSIC OFAC	04/22	U.S. Treasury Departments Office Of Foreign Assets Control ofc advisory Notice To Policyholders
XLF 103	10/24	Cross Liability Exclusion
XLF 104	10/24	Employees Retirement Income Security Act Exclusion
XLF 105	10/24	Employment Related Practices Exclusion
XLF 109	10/24	War Liability Exclusion
XLF 128	10/24	Communicable Disease Exclusion
XLF 131	10/24	Non drop Down For Loss Not Covered
XLF 132	10/24	Liquor Liability Exclusion
XLF 136	10/24	Professional Liability Exclusion
XLF 137	10/24	Total Sexually Abusive Acts Exclusion
XLF 102	10/24	Care, Custody Or Control Exclusion
XHS 103	06/25	Defense Expenses Reduce Policy Limits Endorsement
XLF 110	10/24	Pfc/pfas Exclusion
D2 01	01/20	California D2 01
D1 01	01/20	California D1 01

Form Name	Edition	Form Description
CA Fraud	01/20	California Fraud Statement
CASL001	04/25	California Surplus Lines Disclosure Notice
Claims Report form	07/25	Claims Reporting Form
FUT-SS	001	Service of Suit Endorsement FUT-SS

### SCHEDULE OF NAMED INSUREDS

Policy No. HHN 8525945 - 18 Effective Date 7/1/2025

12:01 A.M. Standard Time

Named Insured RUBYS PLACE INC Agent No. \_\_\_\_\_

FULL SCHEDULE OF NAMED INSUREDS ON FILE WITH COMPANY

# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

## SECTION I – COVERAGES

### 1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
- c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this 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 required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

**2. Exclusions**

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

**a. Medical Payments**

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

**b. Auto**

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

**c. Pollution**

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**SECTION II – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**SECTION III – CONDITIONS**

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

**1. Appeals**

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

**2. Bankruptcy**

**a. Bankruptcy Of Insured**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**b. Bankruptcy Of Controlling Underlying Insurer**

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

**3. Duties In The Event Of An Event, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**4. First Named Insured Duties**

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

**5. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

**6. Changes**

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

**7. Maintenance Of/Changes To Controlling Underlying Insurance**

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

**8. Other Insurance**

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

**9. Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

**SCHEDULE OF UNDERLYING INSURANCE**

**General Liability**

**Minimum Applicable Limits**

**Carrier:** BERKLEY

**Each Occurrence Limit:** \$1,000,000

**Policy Number:** HHN 8525945 - 18

**Personal Injury:** \$1,000,000

**Effective Date:** 07/01/2025

**Advertising Injury:** \$1,000,000

**Expiration Date:** 07/01/2026

**Aggregate Limit:** \$3,000,000

**Prod & Comp Ops Agg Limit:** \$3,000,000

**Commercial Auto Liability**

**Minimum Applicable Limits**

**Carrier:** BERKLEY

**Auto Liability Limit Combined:** \$1,000,000

**Policy Number:** HHN 8525945 - 18

**Effective Date:** 07/01/2025

**Expiration Date:** 07/01/2026

## **“READ YOUR POLICY VERY CAREFULLY”**

This policy is a legal contract between the policy owner and Southlake Specialty Insurance Company.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

## **FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance Company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects such person to criminal and civil penalties.

## **PRIVACY POLICY STATEMENT**

**Southlake Specialty Insurance Company** wants you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you may include, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and federal ID number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to our correction of your personal information that is in our possession.**

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following has been added to **SECTION I – COVERAGES**, Paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### **Asbestos**

- a. "Injury or damage" in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- b. Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- c. Any fees, fines, costs or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE PART

- A.** Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

## **SOUTHLAKE SPECIALTY INSURANCE COMPANY**

### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## **SOUTHLAKE SPECIALTY INSURANCE COMPANY**

**THE BELOW ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited, to those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), such coverage or payment requirement shall be invalid. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be invalid.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CROSS LIABILITY EXCLUSION  
(NAMED INSURED)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I – COVERAGES**, Paragraph 2. **Exclusions**;

Insurance provided under this Coverage Part does not apply to:

**Cross Liability**

Any “injury or damage” arising out of any claim or suit brought by any Named Insured against Another Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EMPLOYEES' RETIREMENT INCOME SECURITY ACT EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I – COVERAGES**, Paragraph **2. Exclusions**;

Insurance provided under this Coverage Part does not apply to:

#### **Employees' Retirement Income Security Act**

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A), and any amendments thereto or any similar federal, state or local statute.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I – COVERAGES**, Paragraph **2. Exclusions**;

Insurance provided under this Coverage Part does not apply to:

#### Employment-Related Practices

##### “Injury or damage” to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person’s employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person, or
- b. The spouse, child, parent, brother or sister of that person as a consequence of “injury or damage” to that person at whom any of the employment-related practices described in paragraphs (1), (2), or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2), or (3) above occurs before employment, during employment or after employment of that person.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity, and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following has been added to **SECTION I – COVERAGES**, Paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### **War Liability**

Any “injury or damage” however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action take by governmental authority in hindering or defending against any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance coverage under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### **Communicable Disease**

Any "injury or damage" where any "communicable disease" is acquired, alleged to have been acquired, caused by, arising out of, or in any way connected with transmission or exposure by anyone of a "communicable disease", illness or condition or to claims related to any "communicable disease" by:

- a. An act or failure to act by any insured; or
- b. Any allegation of negligence by an insured:
  - 1) In properly hiring, training or supervising any "employee";
  - 2) In controlling, monitoring or supervising the care of any person in the custody of any insured; or
  - 3) In testing, screening, segregating or obtaining medical treatment.

For the purposes of this endorsement, the following Definition is added to **SECTION IV – DEFINITIONS**:

"Communicable disease" means any infectious and/or contagious disease transmissible from person to person by direct contact with an affected person or that person's discharges of bodily fluids, but not necessarily limited to: acquired immune deficiency syndrome (AIDS), hepatitis, herpes virus, any venereal disease or any sexually transmitted illness or condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-DROP DOWN FOR LOSS NOT COVERED**

This endorsement modifies insurance coverage under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

**A.** The following is added to **COMMERCIAL EXCESS POLICY, SECTION II – LIMITS OF INSURANCE:**

This Policy will not become excess of any reduced or exhausted underlying aggregate limit of liability, self-insured retention or self-insured retention aggregate limit to the extent such reduction or exhaustion of the underlying limits results from a "loss" not covered by this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance coverage under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

#### **Liquor Liability**

“Injury or damage” which any insured may be held liable by reason of:

- a) Causing or contributing to the intoxication of any person;
- b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity;
  - a. Requires a license; or
  - b. Is for the purposes of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

## **PROFESSIONAL LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

#### **SCHEDULE**

**Description of Professional Services:**

Any and all professional exposures

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

**Professional Liability**

“Injury or damage” arising out of the rendering or failure to render any professional service shown in the **Schedule** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TOTAL SEXUALLY ABUSIVE ACTS EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE PART**

The following exclusion is added to the Policy:

- A.** This insurance does not apply to any “bodily injury,” “property damage,” “personal and advertising injury” or “injury or damage” directly or indirectly arising out of, caused by, or in any way related to:
- 1.** A “sexually abusive act” committed by any insured, any “employee” of any insured, or any other person; or
  - 2.** The selling, serving or furnishing of alcoholic beverages which results, or is alleged to have resulted, in a “sexually abusive act”; or
  - 3.** A failure to suppress or prevent a “sexually abusive act”; or
  - 4.** A failure to warn any person, organization, or any other entity about the threat of any “sexually abusive act”; or
  - 5.** A failure to render aid before, during, or after a “sexually abusive act”; or
  - 6.** A failure to notify authorities or emergency personnel including, but not limited to, police and emergency medical technicians before, during, or after a “sexually abusive act”; or
  - 7.** The negligent:
    - a.** Employment;
    - b.** Investigation;
    - c.** Supervision;
    - d.** Hiring;
    - e.** Training;
    - f.** Monitoring;
    - g.** Reporting to the proper authorities, or failure to so report; or
  - 8.** Retention; of a person whose conduct falls within one or more of the paragraphs numbered **1.** through **6.** above; or
  - 9.** Any obligation to share damages with or repay someone else who must pay damages resulting from paragraphs **1.** through **7.** above; or
  - 10.** Liability of others assumed by an insured under any contract or agreement, either oral or in writing.

- B.** This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the “sexually abusive act.”
- C.** This exclusion applies regardless of whether the perpetrator of the “sexually abusive act” was in a position of control, dominance or authority over the victim.
- D.** This exclusion applies to all acts or omissions and all theories of liability (direct or vicarious) asserted against any insured, including but not limited to all theories of negligence, gross negligence, recklessness or intentional tort and shall not be subject to any severability or separation of insureds provision in the policy.
- E.** We will have no duty to defend any “suit” against any insured seeking injury or damages as a consequence of any “sexually abusive act.”
- F.** With respect to this exclusion, the following definitions apply:
  - 1.** “Bodily injury” and “injury or damage” includes mental injury or distress, disability, or sexual dysfunction.
  - 2.** “Sexually abusive act(s)” means an act, threat, intimidation, coercion or coercive persuasion, including but not limited to:
    - a.** Harmful or offensive contact, including assault and battery, of a sexual nature between two or more persons;
    - b.** Sexual contact between two or more persons;
    - c.** Detainment or confinement of a person against his or her will during or in the scope of harmful or offensive contact of a sexual nature between two or more persons;
    - d.** The violation or alleged violation of any federal, state or local statute, ordinance or regulation regarding human or sex trafficking;
    - e.** The violation or alleged violation of any federal, state or local statute, ordinance or regulation regarding human or sexual exploitation;
    - f.** The use of human beings through fraud, force or coercion for the satisfaction of personal desires or financial gain; or
    - g.** Sexual or physical abuse, sexual or physical injury, sexual molestation, sexual harassment, unwelcome sexual advances, requests for sexual favors, touching or any other conduct of a sexual nature.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CARE, CUSTODY OR CONTROL EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION I – COVERAGES**, Paragraph **2. Exclusions**;

Insurance provided under this Coverage Part does not apply to:

#### **Care, Custody or Control**

Any “injury of damage” for property damage to any property:

1. You own, rent, lease occupy or use;
2. In your care, custody or control; or
3. As to which you are for any purpose exercising physical control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEFENSE EXPENSES REDUCE POLICY LIMITS ENDORSEMENT COMMERCIAL EXCESS LIABILITY COVERAGE FORM

**A. SECTION I—COVERAGES**, subsection **1. Insuring Agreement**, paragraph **a.** is deleted in its entirety and replaced with the following:

- a.** We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “injury or damage” to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such “injury or damage” when the applicable limits of “controlling underlying insurance” have been exhausted in accordance with the provisions of such “controlling underlying insurance.”

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for “injury or damage.”

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any “event” that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1)** The amount we will pay for “ultimate net loss” is limited as described in **SECTION II—LIMITS OF INSURANCE**; and
- (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

**B. SECTION II—LIMITS OF INSURANCE**, paragraph **2.d.** is deleted in its entirety and replaced with the following:

- d.** Any payments for defense expenses we make will reduce our applicable Limits of Insurance.

**C. SECTION IV—DEFINITIONS**, subsection **6.** is deleted in its entirety and replaced with the following:

- 6.** “Ultimate net loss” means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

- a.** Settlements, judgments, binding arbitration; or
- b.** Other binding alternate dispute resolution proceeding entered into with our consent.

“Ultimate net loss” includes defense expenses.

**All other terms, conditions, limitations and exclusions of this policy remain unchanged.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES**, paragraph **2. Exclusions**:

Insurance provided under this Coverage Part does not apply to:

#### “PFC/PFAS”

- a. “Injury or damage” which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any “PFC/PFAS”; or
- b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “PFC/PFAS” by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such “injury or damage.” This exclusion also applies regardless of whether any “PFC/PFAS” is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any “PFC/PFAS” occurs within or outside any building or other structure.

#### **B.** The following definition is added to **SECTION IV—DEFINITIONS**:

“PFC/PFAS” means:

- a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or
- b. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or
- c. Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and sidechain-fluorinated polymers; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Includes copyrighted material of ISO Properties, Inc., with its permission.  
any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor  
chemicals and derivatives, and related degradation or by-products of any such  
constituent.

The addition of this endorsement does not imply that other policy provisions, including but  
not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related  
injury, damage, loss, cost or expense.

## **IMPORTANT NOTICE:**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on**

**the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.**

**7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.**

## **IMPORTANT NOTICE:**

- 1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).**

**6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.**

**7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.**

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

**Insured:** \_\_\_\_\_

## **CALIFORNIA FRAUD STATEMENT**

For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

## ***IMPORTANT NOTICE***

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### **CALIFORNIA SURPLUS LINES DISCLOSURE NOTICE**

**This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.**



## CLAIMS REPORTING NOTICE

Your insurance policy has been placed with Southlake Specialty Insurance Company, the Company, through Futuristic Underwriters, the managing general underwriter. Your policy includes the terms and conditions of the coverage provided, including the requirement to report to the Company any incident of injury or damage or any claim or suit alleging injury or damage.

To ensure the prompt investigation of the incident, claim, or suit, you should report any incident, claim, or suit as soon as practicable, as required by your policy. All incidents, claims, or suits related to this policy should be reported to Gallagher Bassett, the dedicated third-party claims administrator of the Company. We recommend reporting within 24 hours of the incident.

Preferred reporting method:

[FuturisticHealthcareClaims@gbtpa.com](mailto:FuturisticHealthcareClaims@gbtpa.com)

Once the claim is reported a claim number will be provided for your records. Gallagher Bassett will assign a designated claims examiner for your claim.

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **SERVICE OF SUIT**

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This endorsement modifies insurance provided under the following:

All Coverage Parts

In the event of the failure of the insurer to pay any amount claimed to be due hereunder, the insurer, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the insurer's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

Service of process in such suit may be made upon the highest one in authority bearing the title Commissioner, Director or Superintendent of Insurance of the state or commonwealth wherein the insured named in the Declarations Page of this policy is located, and that in any suit instituted against it based upon this contract the insurer will abide by the final decision of such court or any appellate court in the event of an appeal. The one in authority bearing the title Commissioner, Director or Superintendent of Insurance of the state or commonwealth wherein the insured named in the Declarations Page of this policy is located, is hereby authorized and directed to accept service of process on behalf of the insurer in any such suit and/or upon the insured's request to give a written undertaking to the insured that they will enter a general appearance upon the insurer's behalf in the event such a suit shall be instituted.

All other terms and conditions of this policy remain unchanged.