

MEMORANDUM OF UNDERSTANDING

CITY OF RICHMOND IN PARTNERSHIP WITH R & R HOSPITALITY ACADEMY

This Memorandum of Understanding, hereafter referred to as “MOU” constitutes the agreement between the City of Richmond, hereafter referred to as “City”, and R & R Hospitality Academy, hereinafter referred to as “Partner” (each a “Party” and collectively the “Parties”), regarding the use of Senior Center Richmond Commercial Kitchen for teaching and preparing of donated hot meals to Annex / Senior Center Richmond Seniors.

This MOU follows an MOU between the City and R & R Hospitality Academy in which donations of hot meals will be made to Annex / Senior Center Richmond Seniors in exchange for use of Commercial Kitchen at Senior Center Richmond facility. CSD-Recreation Division Staff will provide a list of seniors to receive hot nutritious meals each week. R & R Hospitality will distribute meals on designated days each week from Senior Center Richmond site. This MOU establishes workflow and accountability for the days/times of usage for training and preparation & number of meals provided that the Partner prepares as donations, hereinafter referred to as “Donations”, from R & R Hospitality Academy in partnership with the City.

Section 1. Parties:

City of Richmond (“City”)
3230 Macdonald Avenue
Richmond, CA 94804
(510) 620-6793

Phillip Mitchell, Owner Operator
R & R Hospitality Academy (“Partner”)
4741 Cypress Avenue
Richmond, CA 94804
(628) 269-7003 or (415) 875-0786
Email: phillipmitchell63@gmail.com
Website: <https://www.rrhospitalityacademy.net>

Section 2. Term of Agreement:

The effective date of this Memorandum of Understanding is February 8, 2023 with a term ending date of October 1, 2023. The program will be reviewed by the CSD-Recreation Partnership Team for extension by September 1, 2023.

This MOU will remain in effect until terminated in writing by either Parties for any or no reason or otherwise for convenience with at least 14 calendar days advanced written notice prior to the date such Party deems is the date of termination of this MOU.

Section 3. Scope of Services:

This MOU reflects the partnership between the City and R & R Hospitality Academy, whereby the City will allow R & R Hospitality to use a commercial kitchen to serve hot meals to seniors in accordance with the terms set forth below.

The City agrees to:

- Allow R & R Hospitality Academy to use the kitchen facilities located at Senior Center Richmond, 2525 McDonald Avenue, Richmond, CA 94804 on Wednesdays & Thursdays from 9:00 AM – 2:00 PM. The City will not charge R & R Hospitality Academy any money for the use of the kitchen facility.
- Assist as needed with distribution of senior hot meals for Annex/Senior Center only.
- Create a flyer / weekly list of hot meal pickups not to exceed 60 meals.

The Partner agrees to:

- Provide nutritious chef prepared meals to seniors who attend both Annex / Senior Center Richmond sites. Meals will be provided at no charge to City or senior participants while using commercial kitchen.
- Have students of R & R Hospitality Academy (ages 18-36) as part of Community Outreach to prepare and serve meals as required.
- Fund all meals; take out packaging, food supplies as needed.
- Keep kitchen facility clean, sanitized and sterilized on Wednesdays & Thursdays from 9:00 AM – 2:00 PM.

Section 4. Modifications:

This MOU may not be amended, modified, or altered by either Party, and no waiver of any term or condition shall be effective, unless set forth in writing and signed by an authorized representative of the Party to be bound. If any provision of this MOU is held invalid, illegal or unenforceable, such invalidity shall not invalidate the entire MOU, and the validity, legality, and enforceability of the remaining provisions of the MOU shall not in any way be affected or impaired thereby.

- Information Changes: Each Party shall submit any information changes pertaining to it to the other Party if different from the information stated on the original MOU.

Section 5. Authorized Representative

1. City hereby designates as its Authorized Representatives the Identified Personnel whose names and contact information is as follows:

Kymerlyn Carson-Thrower
City of Richmond, CSD-Recreation
3230 Macdonald Avenue, Richmond, CA 94804
510-620-6789
Kymerlyn_Carson-Thrower@ci.richmond.ca.us

2. Partner hereby designates as its Authorized Representative the Identified Personnel whose name and contact information is as follows:

Phillip Mitchell, Owner Operator
R & R Hospitality Academy (“Partner”)
4741 Cypress Avenue
Richmond, CA 94804
(628) 269-7003 or (415) 875-0786
Email: phillipmitchell63@gmail.com
Website: <https://www.rrhospitalityacademy.net>

Section 6. Indemnification:

This indemnification obligation shall survive this Memorandum of Understanding and shall not be limited by any term of any insurance policy required under this Memorandum of Understanding.

To the fullest extent permitted by law, Partner shall indemnify, defend and hold harmless the City of Richmond and its officers, employees, elected and appointed officials and volunteers from and against any and all claims, demands causes of action, lawsuits (whether at law, equity or both). Proceedings, liabilities, losses, damages, expenses, cost (including without limitation attorney’s fees and cost and expert witnesses fees) judgments, penalties, and liens of every nature resulting from injury to or death sustained by any person (including Partner’s employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Partner’s performance of work hereunder or Partner’s failure to comply with its obligations contained in this Memorandum of Understanding, or its failure to comply with any existing or prospective law, regardless of Partner’s fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of the City of Richmond, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the City of Richmond, its officers, agents, or employees.

Section 7. Insurance:

Partner shall submit to City evidence of and keep current the insurance coverage meeting the general requirements set forth in Exhibit A “Insurance Requirements.”

Section 8. No Third Party Beneficiaries:

There shall be no third-party beneficiaries to this MOU.

Section 9. Applicable Law

This MOU shall be governed by California law. This MOU is made in Contra Costa County, California, and any action relating to this MOU shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 10. Entire Understanding of the Parties:

This MOU constitutes the entire understanding and agreement of the parties with respect to the services to be provided hereunder.

Section 11. Multiple Originals; Counterpart:

This MOU may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

In witness whereof, the Parties hereto hereby execute this Memorandum of Understanding:

CITY OF RICHMOND:

PARTNER: R&R HOSPITALITY
ACADEMY

Mayor

Date

Philip Mitchell, Owner Operator

Date _____

Approved as to form:

City Attorney

Attest:

City Clerk

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

| Required Coverage | Minimum Limits |
|--|--|
| Workers' Compensation and Employers' Liability | Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 . |

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

| | PROJECT COST | REQUIRED LIMIT |
|--|---|------------------------|
| General Liability <i>(primary and excess limits combined)</i> | \$0 - \$5 million | \$2 million p/o |
| | \$5 million - \$10 million | \$5 million p/o |
| | Over \$10 million | \$10 million p/o |
| | Fireworks | \$5 million p/o |
| | <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p> | |
| Automobile Liability | \$1,000,000 per occurrence for bodily injury and property damage. | |
| <p>Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed.</p> <p><i>(Only required for Construction Projects involving property and equipment installation.)</i></p> | <p>Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption.</p> <p>If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site.</p> <p>The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.</p> | |
| <p>Contractor's Pollution Liability <i>(if applicable)</i></p> <p>Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i></p> <p>HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.</p> | Same limits as General Liability. | |
| Required Policy Conditions | | |
| A. M. Best Rating | A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City. | |
| Additional Insured Endorsement | <p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p> | |

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

| | |
|--|--|
| Additional Insured Endorsement (continued) | <i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Primary and Noncontributory | The contractor’s insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance. |
| Waiver of Subrogation Endorsement Form | Contractor’s insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder’s Risk/ Course of Construction coverage during the life of this contract. <i>SAMPLE Endorsements can be found at</i> http://www.ci.richmond.ca.us/index.aspx?nid=61 |
| Deductibles and Self-Insured Retentions | Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss. |
| Loss Payable Endorsement (only required when Builder’s Risk and/or Course of Construction Insurance is required.) | Applicable to Builder’s Risk/Course of Construction naming the City of Richmond as Loss Payee. |
| SURETY BONDS (If a Public Works/Engineering Project) | The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond |

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR’s subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

| |
|---|
| <p style="text-align: center;">City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p> |
|---|

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.