



Department: Community Services - Recreation		Project Manager: Stephanie Ny
Project Manager E-mail: stephanie_ny@ci.richmond.ca.us		Project Manager Phone No.: 510-620-6563
PR No:	Vendor No:	P.O./Contract No:

Grant Program: FY 2023-2025 Love Your Block Mini-Grant	
Project Name:	
Company Name:	
Street Address:	
City, State, Zip Code:	
Contact Person:	
Telephone:	E-mail:
Business License No:	Expiration Date:
Grant Term: July 1, 2024 – June 30, 2025	Grant Award:

Date

Dear «Name/Company»,

Congratulations! We are pleased to inform you that your project has been selected for a Love Your Block Mini-Grant in the amount of \$«Amount».

This letter outlines the terms and conditions of accepting the grant. Please read this letter carefully, sign and **return this signed award agreement by no later than 5 p.m., Friday, April 19, 2024**. If you are an organization utilizing a fiscal sponsor, this grant agreement must be read and signed by the Executive Director of the fiscal sponsor organization.

Our offer of this grant is subject to your agreement to:

1. Use the grant funds only as specified in the approved grant proposal. Written approval must be received for budget adjustments.
2. Expend grant funds only during the grant activities term of July 1, 2024 through April 30, 2025. The only authorized uses of funds prior to the grant activities term are a business license if required due to your grant award and insurance related to this grant award required by Attachment D. Authorization shall automatically be granted provided that the grantee meets all required deadlines specified in this agreement.
3. Maintain your records to show and account for the uses of grant funds, and submit copies of all receipts, checks and other payments made with the grant funds in the Final Report.
4. Allow City of Richmond access to records to verify grant expenditures and activities at any time during or after the grant term.
5. Provide written acknowledgment of receipt of grant fund payment.



6. Repay any portion of the funds not used for the specified purposes.
7. Refrain from use of the funds for any purpose prohibited by law or not set forth in grant agreement and guidelines.
8. Cooperate with any efforts of City of Richmond to publicize the grant award.
9. Comply with reasonable requests for information about mini-grant activities.
10. Obtain additional approvals and/or permits from City departments, commissions, or City Council as necessary, to be determined by City of Richmond upon execution of this grant agreement.
11. Take and submit before, during, and after photos of the project and authorize the City of Richmond to utilize and publish the same.
12. Have all volunteers participating in the project sign the City of Richmond Liability and Waiver prior to their performing any services related to the project and provide copies of the same to the City in the Final Report package.
13. Attend a grantee orientation in June 2024, date and time to be determined.
14. **No later than 5 p.m., Friday, April 19, 2024**, obtain or show proof of a City of Richmond business license if your mini-grant award exceeds five thousand dollars (\$5,000.00), or if your entity makes more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year.
15. **No later than 5 p.m., Friday, April 19, 2024**, provide proof of insurance as set forth in Attachment D, Insurance Requirements for Vendors, Suppliers, Small Grant Recipients and Non-profit Organizations, which is attached hereto and incorporated herein by this reference.

PUBLICITY

The grantee shall include "Funded by a Love Your Block Mini-Grant from the City of Richmond City Manager's Office, Economic Development and Community Services Department" in all content created regarding the project, including but not limited to press releases, news conferences, other media contacts, brochures, announcements, flyers, manuals, reports, etc. The grantee shall additionally utilize all provided logos in all design materials such as brochures, flyers, social media graphics, t-shirts, banners, etc. The grantee shall also tag all of the following City of Richmond social media accounts (@richmondcsd and @richmondloveyourblock on Instagram and Facebook; @RichmondEH on Facebook) in social media content. Public artwork must provide credit to the funding source with, "Funded by Love Your Block and City of Richmond".

FINAL REPORT

A complete Final Report package for the project shall be e-mailed to volunteer@ci.richmond.ca.us no later than **5 p.m. May 31, 2025**. A complete Final Report package is defined as a Final Report with all fields and questions completed, Metrics Report and Budget Report completed, and additional attachments provided in correct formats including copies of all receipts, checks and other payments made with the grant funds; copies of all signed City of Richmond Liability and Waivers for the project; files of before, during, and after photos of the project site; and files for or web links to outreach and publicity materials developed for the project. **An incomplete Final Report package is a breach of the terms and conditions of this grant agreement.**



PAYMENT TIMELINE

90% of awarded funds shall be disbursed in June and July 2024.

10% of awarded funds shall be disbursed by in June and July 2024 upon grantee completion of the project and grantee submission of a completed Final Report package. The City of Richmond will review the Final Report package to verify the Final Report is considered complete.

RIGHTS TO MODIFY OR REVOKE

The City of Richmond reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the City of Richmond’s sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the City; or (3) to comply with the requirements of any law or regulation applicable to you, the City or this grant.

If the City of Richmond does not receive the required documents specified in this agreement by **5 p.m., April 19, 2024**, this grant may be revoked. If the grantee agrees to these terms, please have the Executive Director sign and return one copy of this letter. We appreciate being able to assist you with your efforts.

ACCEPTED AND AGREED TO:

Organization Name
(Fiscal Sponsor of Applicant, if applicable)

Date

Executive Director (PRINT)

Executive Director (SIGNATURE)

CITY OF RICHMOND:

Deputy Director of Community Services-Recreation

Date



Attachment A – Scope of Work

The GRANTEE's approved grant application is attached hereto and incorporated herein by this reference.

The Love Your Block Final Report template is attached hereto and incorporated herein by this reference. The City will inform the GRANTEE of any changes made to the Final Report template during the grant term.



FY2023-2025 Love Your Block Mini-Grant Application

HANDWRITTEN APPLICATIONS WILL NOT BE CONSIDERED.

APPLICATION PACKAGE DEADLINE: 11:59 PM ON FRIDAY, FEBRUARY 23, 2024

SECTION 1: APPLICANT INFORMATION

Please select your applicant type:

- Organization utilizing a non-profit 501(c)3 fiscal sponsor – *must complete Sections 1, 2, 3, 4, 5, 6*
- Non-profit organization with 501(c)3 status – *must complete Sections 1, 3, 4, 5, 6*

Organization Name: *Organization Name*

Organization Address: *Address, City, State, Zip*

Executive Director First Name: *First Name*

Executive Director Last Name: *Last Name*

Executive Director Phone: *Phone*

Executive Director E-mail: *E-mail*

Project Manager First Name: *First Name*

Project Manager Last Name: *Last Name*

Project Manager Phone: *Phone*

Project Manager E-mail: *E-mail*

SECTION 2: FISCAL SPONSOR INFORMATION

LEAVE THIS SECTION BLANK IF YOUR APPLICANT TYPE IS "NON-PROFIT ORGANIZATION WITH 501(C)3 STATUS".

Note: Please review the Mini-Grant Information prior to beginning your application to fully understand the documents your fiscal sponsor will need to provide and documentation deadlines your fiscal sponsor will need to follow.

Fiscal Sponsor Organization Name: *Fiscal Sponsor Organization Name*

Executive Director First Name: *First Name*

Executive Director Last Name: *Last Name*

Organization Address: *Address, City, State, Zip*

Phone: *Phone*

E-mail: *E-mail*

SECTION 3: PROJECT DESCRIPTION

Project Title: *Project Title*

Project Summary (100 words or less):

Enter text

Project Budget: *Project Budget*

Grant Amount Requested (up to \$10,000): *Amount Requested*

Project Start Date (must be July 1, 2024 or later): *Click here to select a date.*

Project End Date (must be April 30, 2025 or earlier): *Click here to select a date.*



Project Site Address: *Address, City*

Is the Project Site...

- **A City of Richmond Park or Trail (i.e. Richmond Greenway)?** *Select Yes or No*
- **Accessible or viewable by the public?** *Select Yes or No*
If "No", your project is ineligible.
- **Within the boundaries of the City of Richmond?** *Select Yes or No*
If "No", your project is ineligible.
- **Encroaching on property of a public agency other than City of Richmond (i.e. CalTrans, BART)?**
Select Yes or No
If "Yes", you must submit proof of a pre-existing agreement with the agency or your application will be disqualified.
- **On private property?** *Select Yes or No*
If "Yes", you must submit a signed Letter of Permission from the property owner authorizing the project.
If your organization owns the property, you must still submit a letter.

How many volunteer community events will be part of your project? *# of community events*

When do you plan to hold your community events? *Approximate dates of community events*

Describe your Love Your Block Mini-Grant project proposal. Be sure to include the details of your community events.

Enter text

What is the overall goal of your Love Your Block Mini-Grant project?

Enter text

What metrics/data will you gather to show the impact of your project? List at least 3.



Enter text

SECTION 4: VOLUNTEER & NEIGHBORHOOD ENGAGEMENT

List any individuals or entities you will be partnering with for this mini-grant and provide their role.

Enter text

How many volunteers will be recruited for your project? # of volunteers

What will be the role of volunteers in your project?

Enter text

What community input have you received that is included in your proposal? If you have not received any community input yet, describe how you will seek community input prior to project implementation.

Enter text

How will you involve resident volunteers, community members, organizations, and/or businesses that live in or frequent the project area?

Enter text

What community outreach methods will you use to recruit volunteers for and publicize your project?

Enter text

SECTION 5: BUDGET

Complete your budget proposal using the provided Excel template and submit it with your application.

SECTION 6: ACKNOWLEDGMENT



By submitting this application, the applicant acknowledges the following:

- Applicant has thoroughly read and understands the Love Your Block Mini-Grant Guidelines, Love Your Block Mini-Grant application questions, and the City of Richmond and Community Services Department requirements.
- All questions contained in the application have been answered and the following required documents are included as part of the application packet (**check all boxes**):
 - Completed application (all sections completed and questions answered) in readable PDF or Word format (scanned files are **not** accepted)
 - Budget proposal in Excel format
 - Project site photo showing current condition of the project site
 - Proof of 501(c)(3) status (Non-Profit Status Determination letter from the IRS)
- The following documents are included in the application packet as needed (**check applicable boxes**):
 - [City of Richmond W-9 form](#) for the 501(c)3 organization if the applicant does not have an active vendor number with the City of Richmond
 - [Vendor Supplemental Questionnaire](#) if the applicant does not have an active vendor number with the City of Richmond
 - Signed Letter of Permission from property owner, if proposal takes place on private property
 - Signed agreement with a public agency, if proposal encroaches on non-City public property
 - Signed agreement between the organization and the fiscal sponsor, if applicable
- Applicant’s organization will obtain comprehensive background checks and/or finger printing of all employees and/or volunteers that work directly with youth or such other vulnerable populations. (*For applicable organizations requesting funds to support an existing or new youth program and/or program that works with other vulnerable populations*); and
- The information included as part of this application is true and accurate.

Applicant Name
Applicant Name (Type)

Organization Name
Organization Name

Click to enter a date
Date

SECTION 5: BUDGET

Complete the budget form below. Be as detailed as possible. Thoroughly review the Mini-Grant Guidelines for information on eligible and ineligible costs, and contact Love Your Block staff if you have any questions. Ineligible expenses will result in disqualification. Line item categories with lump sum estimates are accepted. Round, even numbers are preferred. Click on the "Sample Budget" tab below to see a sample budget for a small planter box project.

Item #	Item or Category	Description/Purpose of Item	Cost	Quantity	Total Cost
1			\$ -	0	\$ -
2			\$ -	0	\$ -
3			\$ -	0	\$ -
4			\$ -	0	\$ -
5			\$ -	0	\$ -
6			\$ -	0	\$ -
7			\$ -	0	\$ -
8			\$ -	0	\$ -
9			\$ -	0	\$ -
10			\$ -	0	\$ -
11			\$ -	0	\$ -
12			\$ -	0	\$ -
13			\$ -	0	\$ -
14			\$ -	0	\$ -
15			\$ -	0	\$ -
16			\$ -	0	\$ -
17			\$ -	0	\$ -
18			\$ -	0	\$ -
19			\$ -	0	\$ -
20			\$ -	0	\$ -
			Total Amount Requested:		\$ -



Attachment B – Supplemental Conditions

1. It is expressly agreed that the grantee is to perform the services described herein as an independent organization pursuant to California Labor Code Section 3353, under the control of the City as to the result of grantees work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make the grantee or any of its agents or employees, an agent, employee or representative of the City. The grantee shall be entirely responsible for the compensation of any assistants and/or employees used by the grantee in providing said services.
2. This grant shall automatically terminate when the total accumulated compensation granted to the grantee under this grant reaches the amount of the grant set forth in the first paragraph of the grant award letter. The City shall not be responsible for compensating the grantee for any amounts in excess of the grant award.
3. Either the City or the grantee may cancel this grant at any time upon giving the other party ten (10) days' written notice of such cancellation. In the event of cancellation, the grantee shall return any portion of the grant funds not used.
4. The grantee shall not assign this grant, or any part thereof, or any right of the grantee hereunder without the prior written consent of the City at the City's sole and absolute discretion.
5. The grantee shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property which may arise or result from the grantee's performance of the activities funded by the grant or from acts or omissions of any person(s) employed by the grantee.
6. The grantee agrees to observe all applicable laws including, but not limited to, the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond obligating every contractor or subcontractor under a contract or subcontract to the City of Richmond for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, gender identity, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
7. Pursuant to Chapter 7.04 and Section 7.04.160 (f) of the Municipal Code of the City of Richmond, if this grant does not exceed five thousand dollars (\$5,000.00) and if the grantee does not make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then the grantee shall be exempt from obtaining a City of Richmond business license.
8. If this grant does exceed five thousand dollars (\$5,000.00), or if the grantee does make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then a City of Richmond business license shall be obtained before any payment under this grant shall be authorized and the business license must be kept current during the term of this grant.



Attachment C – Special Conditions

GRANTEE shall adhere to the Love Your Block Mini-Grant Guidelines which are attached hereto and incorporated herein by this reference.

GRANTEE shall obtain and maintain an “Active” status in the California Secretary of State Business Search. No funds shall be disbursed to GRANTEE if the status is not “Active”.

GRANTEE shall obtain and maintain an “Current” status in the State of California Department of Justice, Attorney General’s Registry of Charitable Trusts Search. No funds shall be disbursed to GRANTEE if the status is not “Current”.

The Supplemental Conditions of the Short Form Contract are hereby amended to include the following modifications:

Sanctuary City Contracting Ordinance (SCCO) -- The Richmond Sanctuary City Contracting Ordinance No. 12-18 prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”). Contractor must submit the Sanctuary City Compliance Statement, attached hereto, prior to the execution of this Agreement.

ORDINANCE NO. 12-18 N.S

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
ADOPTING A SANCTUARY CITY CONTRACTING AND INVESTMENT POLICY**

The City of Richmond does ordain as follows:

SECTION 1. Title

This ordinance shall be known as the Sanctuary City Contracting and Investment Ordinance.

SECTION 2. Definitions

- 1) "City" means the City of Richmond, California.
- 2) "Data Broker" (also commonly called information broker, information reseller, data aggregator, and information solution provider) means either of the following:
 - a) The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector businesses and government agencies;
 - b) The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- 3) "Extreme Vetting" means data-mining, threat modeling, predictive risk analysis, or other similar service.
- 4) "ICE" means the United States Immigration and Customs Enforcement, and any subdivision thereof.
- 5) "Person or Entity" means any private natural person, corporation, institution, subsidiary, affiliate, or division under operating control of such person; the parent entities that have operating control over such person, and the subsidiaries, affiliates and divisions under operating control of such parent entity. Government entities, officers and employees are expressly excluded from this definition.

SECTION 3. Prohibition on Use of City Resources

- 1) No officer, employee, department, board, commission, City Council, City Manager, or other entity of the City shall enter into a new, amended, or extended contract or agreement with, any Person or Entity that provides ICE with any "Data Broker" or "Extreme Vetting" services, as defined herein, unless the City Council makes a specific determination that no reasonable alternative exists, taking into consideration the following:
 - a) The intent and purpose of this ordinance;
 - b) The availability of alternative services, goods and equipment; and
 - c) Quantifiable additional costs resulting from use of available alternatives.
- 2) All public works, construction bids, requests for information, requests for proposals, or any other solicitation issued by the City shall include notice of the prohibition listed above.
- 3) For the purpose of determining which Person or Entity provides ICE with Data Broker or Extreme Vetting services, the City Manager shall rely on:
 - a) Information published by reliable sources;
 - b) Information released by public agencies;

c) A declaration under the penalty of perjury executed by the Person or Entity, affirming that they do not provide Data Broker or Extreme Vetting services to ICE; and

d) Information submitted to the City Manager by any member of the public, and thereafter duly verified.

4) Any Person or Entity identified as a supplier of Data Broker or Extreme Vetting services to ICE and potentially affected by this section shall be notified by the City Manager of the determination. Any such Person or Entity shall be entitled to a review of the determination by appeal to the City Manager.

Request for such review shall be made within thirty (30) days of notification, or seven (7) days of the date of a City solicitation or notice of a pending contract or purchase, of interest to the Person or Entity seeking review. Any Person or Entity vendor so identified may appeal the City Manager's determination to the City Council, within fifteen (15) days of the determination.

SECTION 4. Prohibition on Investment

1) The City of Richmond shall not make any investment in stocks, bonds, securities, or other obligations issued by any provider of Data Broker or Extreme Vetting services to ICE.

2) The City Council shall adopt a plan with respect to pension fund investments and shall implement such a plan consistent with the intent of this act.

SECTION 5. Investigation And Reporting

1) The City Manager, or his or her designee, shall review compliance with Sections 3-4. The City Manager may initiate and shall receive and investigate all complaints regarding violations of Sections 3- 4. After investigating such complaints, the City Manager shall issue findings regarding any alleged violation. If the City Manager finds that a violation occurred, the City Manager shall, within 30 days of such finding, send a report of such finding to the City Council, the Mayor, and the head of any department involved in the violation or in which the violation occurred. All officers, employees, departments, boards, commissions, and other entities of the City shall cooperate with the City Manager in any investigation of a violation of Sections 3-4.

2) The City Manager shall coordinate with the City Attorney's office to remedy any such violations, and the City Attorney is authorized to use all legal measures available to rescind, terminate, or void contracts awarded in violation of this ordinance.

3) By April 1 of each year, each City department shall certify its compliance with this ordinance by written notice to the City Manager.

4) By May 1 of each year, the City Manager shall schedule and submit to the City Council a written, public report regarding the department's compliance with Sections 3-4 over the previous calendar year. At minimum, this report must (1) detail with specificity the steps the department has taken to ensure compliance with Sections 3-4, (2) disclose any issues with compliance, including any violations or potential violations of this Ordinance, and (3) detail actions taken to cure any deficiencies with compliance.

SECTION 6. Enforcement

1) Cause of Action. Any violation of this Ordinance constitutes an injury, and any person may institute proceedings for injunctive relief, declaratory relief, or writ of mandate in any court of competent jurisdiction to enforce this Ordinance.

2) Attorney's Fees and Costs. A court may award a plaintiff who prevails on a cause of action under subsection (a) reasonable attorney's fees and costs.

3) Any Person or Entity knowingly or willingly supplying false information in violation of Section 3 (3)(c), may be guilty of a misdemeanor and be subject to a fine of up to \$1,000.

SECTION 7. Severability

The provisions in this Ordinance are severable. If any part of provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid, the remainder of this Ordinance, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue to have force and effect.

SECTION 8. Construction

The provisions of this Ordinance are to be construed broadly to effectuate the purposes of this Ordinance.

SECTION 9. Effective Date

This Ordinance becomes effective thirty (30) days after its final passage and adoption.

First introduced at a regular meeting of the City Council on May 15, 2018, and finally passed and adopted at a regular meeting held on June 5, by the following vote:

AYES:	Councilmembers Choi, Martinez, Myrick, Recinos, and Vice Mayor Willis.
NOES:	Mayor Butt.
ABSTENTIONS:	None.
ABSENT:	Councilmember Beckles.

PAMELA CHRISTIAN
 CLERK OF THE CITY OF RICHMOND
 (SEAL)

Approved:
TOM BUTT
 Mayor

Approved as to form:
BRUCE GOODMILLER
 City Attorney

State of California }
 County of Contra Costa } : ss.
 City of Richmond }

I certify that the foregoing is a true copy of **Ordinance No. 12-18 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on June 5, 2018.



 Pamela Christian, City Clerk of the City of Richmond

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____



Attachment D – Insurance Provisions

During the entire term of this grant and any extension or modification thereof, the GRANTEE shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

**City of Richmond Insurance Requirements – Type 5:
Vendors, Suppliers, Small Grant Recipients & Nonprofit
Organizations**

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services to the City of Richmond (City), or will be awarded City of Richmond (City) funds to provide programs or 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, 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)
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 (for CONTRACTOR's with employees);
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance.
6. Fidelity Bond/Crime Coverage – in an amount stipulated by City depending upon scope of contract.

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" located at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. 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) . Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

**City of Richmond Insurance Requirements – Type 5:
Vendors, Suppliers, Small Grant Recipients & Nonprofit
Organizations**

Automobile Liability (If auto is used.)	\$1,000,000 per occurrence for bodily injury and property damage.
Fidelity Bond/Crime Coverage <i>(Applies if receiving City funds.)</i>	In an amount stipulated by City depending upon the scope of Contract. <i>(Usually based upon the amount of money the Contractor is handling that could be embezzled over a period of time.)</i>

Required Policy Conditions	
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 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> <p>SAMPLE ENDORSEMENT can be found at: http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor’s insurer will provide a Waiver of Subrogation in favor of the City for Workers’ Compensation Insurance providing coverage during the life of this contract.</p> <p>SAMPLE ENDORSEMENT can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Primary and Noncontributory	<p>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.</p>
A. M. Best Rating	<p>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.</p>
Deductibles and Self-Insured Retentions	<p>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.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

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.

<p style="text-align: center;">City of Richmond Insurance Requirements – Type 5: Vendors, Suppliers, Small Grant Recipients & Nonprofit Organizations</p>
--

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.

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.