

**CITY OF RICHMOND
STANDARD CONTRACT**

Department: Human Resources	Project Manager: Sharrone Taylor
Project Manager E-mail: sharrone_taylor@ci.richmond.ca.us	Project Manager Phone No: 510-620-6602
Vendor No: 13881	Contract No: 7119
Description of Services: Recruitment and Temporary Staffing Services	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

- Parties. The parties to this Contract are the City of Richmond, a municipal corporation (“the City”), and the following named Contractor:

Contractor Name: The Century Group Executive Recruitment
 Street Address: 1225 Treat Blvd. Suite 300
 City, State, Zip Code: Walnut Creek, CA 94597
 Contact Person: Frankie Ruiz, Associate Director of Client Services
 Telephone: 415-489-7409 Email: fr Ruiz@century-group.com
 Business License No: 40058548

[] A California corporation, [] limited liability corporation, [] general partnership,
 [] limited partnership, [] individual, [] non-profit corporation,
 [] individual dba as [specify:] _____
 [] other [specify:] _____

- Term. The effective date of this Contract is July 2, 2024 and terminates July 2, 2025 unless terminated earlier as set forth herein.
- Payment Limit. City’s total payments to Contractor under this Contract shall not exceed \$ 100,000 (“Contract Payment Limit”) unless a Contract Amendment has been approved by the City Council or City Manager. If this amount includes a contingency, Contractor acknowledges that any use of such contingency shall be for work beyond the original scope of services and requires prior written authorization by the City. If noted below, Compensation for work done under this Contract, shall not exceed as follows:

 FY XX-XX total compensation shall not exceed \$XX
 FY XX-XX total compensation shall not exceed \$XX
 FY XX-XX total compensation shall not exceed \$XX
- Contractor’s Obligations. Contractor agrees to perform all work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, in accordance with Exhibit A: Service Plan which is attached hereto and incorporated herein.

- 5. City Obligations. City shall make payments to the Contractor in accordance with the Payment Provisions set forth in Exhibit B, attached hereto and incorporated herein.
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C), attached hereto and incorporated herein.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and incorporated herein.
- 8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and incorporated herein.
- 9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and incorporated herein.
- 10. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND,
a municipal corporation

Century Group

[BUSINESS NAME]

(* The Corporation Chairperson of the Board, President or Vice President should sign below)

By: 
DocuSigned by: Eduardo Martinez
086C427629CC481

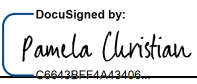
Title Mayor

By: 
DocuSigned by: Carolyn Sweeney
D8FE8B6D16C7411

I hereby certify that this Contract has been approved by City Council or the City Manager.

Title: Managing Director

Date Signed: 8/29/2024


By: 
DocuSigned by: Pamela Christian
C66438EE4A43406

City Clerk

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

Approved as to form:

By: _____

By: 
DocuSigned by: [Signature]
0E088C1E4C50485

City Attorney

Title: _____

Date Signed: _____

LIST OF ATTACHMENTS:

- | | |
|--|-----------|
| Service Plan | Exhibit A |
| Payment Provisions | Exhibit B |
| Authorized Representatives and Notices | Exhibit C |
| General Conditions | Exhibit D |
| Special Conditions | Exhibit E |
| Insurance Provisions | Exhibit F |
| Sanctuary City Compliance Statement | Exhibit G |

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EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the Project Manager (set forth in Exhibit B), perform the following services and be compensated as outlined below [or attach service plan if necessary]:

See "Terms and Conditions of Assignment" attached hereto. In the event of any contradiction between the Terms and Conditions of Assignment and the terms and conditions of the Contract, including Exhibit D, the terms and conditions of the Contract shall control.



June 7, 2024

TERMS & CONDITIONS OF ASSIGNMENT

Sharrone Taylor
Human Resources Director
The City of Richmond
450 Civic Center Plaza
Richmond, California 94804

Dear **Sharrone**,

Thank you for selecting Century Group Professionals, LLC. This letter agreement (“Agreement”) outlines the Terms and Conditions of Assignment and is made on June 7, 2024 by and between The City of Richmond, a California Corporation (“Client”) and Century Group Professionals LLC, a California limited liability company (“Century Group”).

I. Scope of Services. At Client’s request, from time to time, Century Group will provide its employees, agents, or representatives, including subcontractors (“Associates”) to perform Interim and Project services under Client’s supervision in Accounting, Finance, Internal Audit and Tax (the “Services”), in accordance with the terms and conditions set forth herein, and for the fees set forth below.

The Century Group Associate assigned to perform services on **the Risk Manager engagement is City of Richmond**. As agreed, Century Group will invoice your organization at the base **billing rate of \$166.50 per “Billing Rate”**), in accordance with Section III below.

II. Employment Status. The assigned Century Group Associate is an employee, agent or representative of Century Group. Century Group shall be responsible for: (a) paying the assigned Associates’ wages and providing them with the benefits that Century Group offers to them; (b) paying, withholding, and transmitting all federal, state and local withholding taxes, including payroll taxes, unemployment taxes, social security, state disability insurance, and all other payroll charges; (b) providing unemployment insurance and workers’ compensation benefits, and handling unemployment and workers’ compensation claims involving the assigned Associate; (c) complying with federal, state, and local labor and employment laws applicable to the assigned Associate; (d) complying with all provisions of the Affordable Care Act applicable to the assigned Associate; and (e) for Associates in California, providing sexual harassment and abusive conduct prevention training, as required by applicable law (time spent by the assigned Associate completing this training will constitute “hours worked” and will be billed to Client in accordance with Section III). Neither Century Group nor its assigned Associate shall be entitled to any employee benefits offered by Client to its employees. Each assigned Associate shall be assigned to Client on the basis of a particular job description and Client will not change the Associate’s job duties or responsibilities without the prior written approval of Century Group.

III. Professional Service Fees. The assigned Century Group Associate will present an electronic Time & Billing Statement to a Client representative for verification and electronic signature at the end of each week. A Client representative electronic signature on the Time & Billing Statement, each a separate and distinct contract for services, indicates Client’s acknowledgement and agreement with all Terms and Conditions of Assignment. Assigned Associates are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Client will be billed weekly for the total hours worked by the assigned Associate. Hours not requiring premium pay under applicable law will be billed to Client at the Billing Rate in Section I above. Overtime or other premium pay will be billed to Client at one and one-half or double the Billing Rate, as required



by Federal and state laws. An additional flat fee of \$8 per week, per Associate, will be billed to Client for any assigned Associate working remotely. Invoices are due upon receipt. Client agrees to comply with all applicable federal, state, and local laws, rules and regulations relating to this Agreement including, but not limited to, those requiring meal and rest breaks. In the event an assigned Associate misses a required meal break, Client will be billed for one additional hour at the regular Billing Rate. Each invoice will evidence a separate and distinct contract. If Client decides to use a Century Group Associate for additional engagements or if the nature and scope of an engagement changes, the hourly billing rate may change to reflect the changed nature of the engagement and the experience necessary to complete it. Please contact Century Group to discuss any adjustments.

IV. Acquisition Fees. Associates represent Century Group’s team of skilled professionals. In the event Client, its subsidiary or affiliated entity uses the services of any Century Group referred Associate as its direct employee, as an independent contractor, or through any person or firm other than Century Group within 365 days after the Century Group referral date or the Associate’s last day of engagement with Client through Century Group, whichever is later, Client agrees to pay Century Group an acquisition fee. Century Group’s acquisition fee is calculated in accordance to the following schedule:

Hours Worked	Acquisition Fee
0 to 520 hours	25% of Associate’s first year annual base salary
520+ hours	22% of Associate’s first year annual base salary

For purposes of this Agreement, a referral means the equivalent of any written presentation of a resume, of an Associate’s qualifications or employment history. Century Group’s Referral of an Associate, regardless of whether the Associate ultimately is assigned to Client, entitles Century Group to the acquisition fee, unless Century Group is notified in writing of a prior Referral within 24 hours of Century Group’s Referral. Prior referrals do not include social networking profiles, connections, database subscriptions and internet searches.

V. Intellectual Property Rights. Century Group shall retain all rights, including, without limitation, all intellectual property rights, in all property owned or developed by it prior to the commencement of the engagement. To the extent that such property is incorporated into work product delivered hereunder, Century Group grants Client a non-exclusive, perpetual license to use, copy, and modify such property, as integrated onto any work product, for Client’s own purposes. Century Group shall have the unlimited right to use its knowledge, experience, and know-how including, without limitation, processes, ideas, concepts, tools, and techniques developed in the course of performing this Agreement that do not contain Client’s confidential or proprietary information, in other engagements.

VI. Confidentiality. Each party shall keep secret and retain in confidence, and shall not, without prior written consent of the other, furnish, make available or disclose to any third party, any information relating in any manner to the business or affairs of the other, except for such information as (i) was or becomes generally available to the public other than as a result of a wrongful disclosure by a party, (ii) was or becomes available to a party from a source which is not under an obligation of confidentiality, or (iii) a party is compelled to disclose by a final binding order of a court or agency of competent jurisdiction, provided that the disclosing party has given the other reasonable advance notice of such order and an opportunity to contest the same. No knowledge, possession, or use of Client’s confidential information will be imputed to Century Group as a result of the assigned Associate’s access to such information.

VII. Client Responsibilities. Client will provide to Century Group’s assigned Associate, at its own cost and expense, all necessary equipment, supplies, data, and information to enable the assigned Associate to perform the engagement.



As Client controls the facilities in which assigned Associate works, Client agrees that it is responsible for providing meal and rest break periods in compliance with applicable law, and, at its own cost and expense, for maintaining a safe worksite in compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to the Associate assigned to Client's worksite.

Supervision of the Century Group Associate's work on Client's premises (or wherever Client assigns the Associate) is Client's responsibility. Client shall properly supervise, control, and safeguard its premises, processes, and systems, and shall be responsible for its own business operations, products, services and intellectual property. The assigned Associate shall report to Client personnel who shall provide appropriate assistance, guidance, and supervision. Neither Century Group nor the assigned Associates shall be responsible for any actions taken by the assigned Associates at the direction of Client personnel, nor for any errors or omissions made by assigned Associates in reliance upon information provided to them by Client or third parties.

Century Group's services are provided for the exclusive benefit of Client. No materials generated as a result thereof may be used or relied upon by any third party for any reason whatsoever. Century Group is not a professional accounting firm and it is expressly understood that a Century Group Associate is not authorized to render an opinion on behalf of Century Group or on Client's behalf on financial statements, nor is the assigned Associate authorized to sign the name of Century Group or sign the Associate's own name on financial statements or tax returns while on a Century Group engagement.

VIII. Regulatory Compliance. Client is, and will continue to be, solely responsible for establishing and maintaining an effective internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations. Management also has the responsibility to timely communicate material weaknesses or reportable conditions in internal controls, misstatements of financial statements, or similar matters to its external auditors, the Audit Committee, the Board of Directors, and when required, regulators.

IX. Operation of Machinery or Automotive Equipment. Client understands, acknowledges and agrees that Century Group will not authorize an Associate to operate machinery (other than office machines) or automotive equipment. The insurance furnished by Century Group does not cover physical loss, damage or liability caused by the operation of the Client's automotive equipment. Client accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of an accident while an assigned Associate is driving Client's vehicle or is operating Client's machinery, whether owned or rented.

X. Handling Cash. A Century Group Associate may not handle cash, negotiables or other valuables without the written consent of Century Group and then only under Client's direct supervision. An Associate may not, under any circumstances, transport or convey monies, securities or any negotiable instruments (including, but not limited to, delivering bank deposits to a bank or other institution).

XI. Interest and Penalties. Century Group reserves the right to collect interest or other penalty from Client for promptly submitted invoices upon which payment is not received within forty-five (45) days of the invoice date. Specifically, Century Group Professionals shall be entitled to a late charge of the lesser of (i) 1.5% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Century Group reserves the right to withdraw all Associates provided to Client and to cease performing services hereunder if any invoice is not promptly paid when due.

XII. Costs of Collection. Each invoice will evidence a separate and distinct contract for services. Unless otherwise prohibited by the law of the state where this assignment occurred, in the event Client fails to pay the charges of Century Group when due, then Client agrees to pay all costs of collection incurred by Century Group



including reasonable attorneys' fees, whether or not suit is initiated.

XIII. Limits on Liability:- Intentionally omitted.

XIV. Indemnification. Intentionally omitted.

XV. Compliance with Law. Both parties represent and warrant to each other that they are in compliance with all applicable laws. Client and Century Group affirm and agree that they are equal employment opportunity employers and are in full compliance with all applicable anti-discrimination laws, rules, and regulations. Client and Century Group agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by applicable Federal, state or local law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by the assigned Associate, Client and Century Group agree to cooperate in the prompt investigation and resolution of such complaint. Client and Century Group affirm and agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Client and Century Group shall cooperate in compliance with any such requirements.

XVI. Governing law, jurisdiction, and venue. Intentionally omitted.

XVII. Attorneys' Fees. Intentionally omitted.

XVIII. Complete Agreement. This Agreement, together with any exhibits attached hereto, is executed and delivered with the understanding that it embodies the entire agreement between the parties and that there are no other representations, warranties, or agreements relating to the subject matter herein.

XIX. Miscellaneous. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. Each provision of this Agreement will be considered severable, such that if any one



provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement. Client will not transfer or assign this Agreement without Century Group's written consent.

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EXHIBIT B
PAYMENT PROVISIONS

1. COMPENSATION TO CONTRACTOR:

a. Provided Contractor is not in default under this Contract, Contractor shall be compensated in the manner set forth herein.

b. All payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.

c. All City vendors receiving new contracts shall sign up to receive electronic payments through the City's Automated Clearinghouse (ACH) payments service/provider.

2. SUBMISSION OF INVOICES:

Contractor shall submit timely invoices by email to Accounts_Payable@ci.richmond.ca.us and/or to the following address: Attention: City of Richmond Finance/Account Payable
Project Manager: **Sharrone Taylor, Human Resources**

P.O. Box 4046
Richmond, CA 94804

3. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, **Sharrone Taylor, Human Resources** before payments shall be authorized.
4. The City will pay invoice(s) within 45 days after completion of services to the City's satisfaction. The City shall not pay late fees or interest.
5. All appropriate permits, certificates, and licenses, including a City business license shall be obtained and maintained for the duration of this Contract before any payment is authorized.
6. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract is executed by the City. The insurance coverage required by this Contract shall be maintained by Contractor for the duration of this Contract and must be in place before any payment is authorized.

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EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. All required written notices shall be 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; (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

2. Each notice shall be deemed to have been received on the earlier to occur of: actual delivery or the date on which delivery is refused; or 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).

3. 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.

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

Sharrone Taylor, Human Resources

City of Richmond –

450 Civic Center Plaza, Suite 310

Richmond, CA 94804

Email: sharrone_taylor@ci.richmond.ca.us

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

Frankie Ruiz, Associate Director of Client Services

Business Name The Century Group

Street Address 1225 Treat Blvd. Suite 300

City, State Zip Walnut Creek, CA 94547

Email: _____

fr Ruiz@centurygroup.com

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EXHIBIT D
GENERAL CONDITIONS

1. INDEPENDENT PARTIES:

Contractor hereby declares that Contractor is engaged as an independent business and Contractor agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Contractor except to the extent they are limited by statute, rule or regulation and the express terms of this Contract. No civil service status or other right of employment will be acquired by virtue of Contractor'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 Contractor, 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 Contractor. Payments of the above items, if required, are the responsibility of Contractor.

2. TIME IS OF THE ESSENCE:

Contractor and the City agree that time is of the essence regarding the performance of this Contract.

3. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service Contractors, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

4. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes 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. Contractor 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 Contractor.

5. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Contractor 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

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affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violation of this provision shall constitute a material breach of this Contract.

6. CITY PROPERTY:

a. Each and every report, draft, work product, map, record, applicable plans, drawings, calculation, data, specification, video, graphic or any other material or document produced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Contract shall be the exclusive property of the City.

b. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 11 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

c. No report, information or other data given to or prepared or assembled by Contractor pursuant to this Contract shall be made available to any individual or organization by Contractor without prior approval of the City Manager or their designee.

d. Contractor 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 Contract.

7. RECORDS:

a. Contractor shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Contractor's performance under the Contract, 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 Contract (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor 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 Contract. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Contractor for a period of five (5) years after receipt of final payment.

c. 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 Contract or failure to act in good faith, then Contractor shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

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8. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate permits, certificates and licenses, including a City business license, required in connection with the performance of the services and tasks hereunder. The failure to obtain such permits and licenses shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.

9. TERMINATION:

a. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder immediately upon transmission of written notice to Contractor as provided in Exhibit C “Authorized Representatives and Notices”.

b. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Exhibit B; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

10. CONFLICT OF INTEREST:

Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

11. HOLD HARMLESS:

a. To the fullest extent permitted by law, Contractor 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

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whatsoever, including attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Contract or failure to comply with any of its obligations under this Contract or out of the operations conducted by Contractor 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 Contractor, Contractor 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 Contractor. Contractor 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 Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract.

b. This indemnification obligation shall survive this Contract and shall not be limited by any term of any insurance policy required under this Contract; provided however, that if this Contract is for design professional services, this indemnity provision is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional (as defined in California Civil Code section 2782.8).

12. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT:

a. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

b. Contractor shall not assign, sublease, hypothecate, or transfer this Contract, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Contractor 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 Contract may be assigned by Contractor to a bank, trust company or other financial institution without prior written consent.

c. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

d. Only those persons and/or businesses whose names and resumés are attached to this Contract shall be used in the performance of this Contract. However, if after the start of this Contract, Contractor wishes to use sub-contractors, at no additional costs to the City, then

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Contractor shall submit a written request for consent to add sub-contractors including the names of the sub-contractors 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.

e. Each sub-contractor 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 Contractor.

f. In addition, any tasks or services performed by sub-contractors shall be subject to each provision of this Contract. Contractor shall include the following language in their Contract with any sub-contractor: "Sub-Contractors hired by Contractor agree to be bound to Contractor and the City in the same manner and to the same extent as Contractor is bound to the City."

g. The requirements in this Section 12 shall not apply to persons who are merely providing materials, supplies, data or information that Contractor then analyzes and incorporates into its work product.

13 SAFETY:

a. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during performance of the services and tasks under this Contract. Contractor shall assume sole and complete responsibility for the safety of Contractor's employees and any of subcontractor's employees. This requirement will apply continuously and not be limited to normal working hours. In addition, Contractor 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 Contract. Where any of these are in conflict, the more stringent requirements will be followed. Contractor'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. Contractor will immediately notify the City (in no event less than 24 hours) of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Contract. Contractor will promptly submit to the City a written report of all incidents that occur in connection with this Contract. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Contractor's employee(s) involved in the incident; (iii) name and address of Contractor's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

c. Contractor 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. Contractor agrees to comply with all such requirements,

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including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

14. INSURANCE:

Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.

15. COMPLIANCE WITH ALL APPLICABLE LAWS:

a. During the term of this Contract, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Richmond which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

b. Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor is required to provide the City with documents and information verifying its compliance with the Living Wage Ordinance. Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance as prescribed in § 2.60.070 of the Municipal Code.

c. Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or sub-Contractor under an agreement or sub-agreement with the City for public works, goods or services to refrain from discriminatory employment or practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential sub-contractor

d. Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at <http://www.ci.richmond.ca.us/workplacepolicies> . Contractor agrees to abide by the terms and conditions of said policies.

16. INTEGRATED CONTRACT:

The Recitals and exhibits are a material part of this Contract and are expressly incorporated herein. This Contract 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

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be held to vary the provisions hereof. Any modification of this Contract will be effective only by written execution signed by both the City and Contractor.

17. CONFLICTING PROVISIONS:

In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Condition as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.

18. FORCE MAJEURE:

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

19. CONFLICT OF LAW:

This Contract 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 Contract and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Contract (or the successors of those authorities). Any suits brought pursuant to this Contract shall be filed with the courts of the County of Contra Costa, State of California.

20. CLAIMS:

Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

21. INTERPRETATION:

This Contract shall be interpreted as if drafted by both parties.

22. WARRANTY:

If any product is be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to

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City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

23. SEVERABILITY:

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

24. AUTHORITY:

City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that they are duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if they are not duly authorized to enter into and execute this Contract on behalf of Contractor.

25. WAIVER:

The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payment therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

26. COUNTERPARTS:

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

27. 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

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United States Department of Homeland Security (“ICE”). Contractor must submit the Sanctuary
City Compliance Statement, attached hereto as Exhibit G.

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EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications
and/or provisions (if applicable, otherwise please state "NONE"):

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**EXHIBIT F
INSURANCE PROVISIONS**

 Check here if Risk Management has approved waiving insurance requirements for this contract.

a. Before the commencement of the terms of this Contract, and during the entire term of this Contract and any extension or modification thereof, Contractor 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) Such certificates, which do not limit Contractor’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 Richmond. Attention: Risk Manager.”

Contractor shall maintain in force at all times during the performance of this Contract all appropriate coverage of insurance required by this Contract 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. Contractor 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 Contract. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

b. COVERAGE REQUIREMENTS:

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

(1) Workers’ Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with 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. Additional

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

(3) Automotive:

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

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

or

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

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 Contractor'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:

\$2,000,000 each occurrence

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 Contractor. If not covered under Contractor's liability policy, such "property" coverage of the City may be endorsed onto Contractor'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 Contractor.

(5) Cyber Liability:

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

\$2,000,000 per occurrence or claim.

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As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Contractor 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 Contractor's name or as an agent of Contractor and shall be compensated by Contractor 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 INSUREDS:

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. Any 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 Contractor'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 Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor. The coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of the coverage carried by or available to Contractor; whichever is greater.

LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2024

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

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

PRODUCER VITAL SIGNS INSURANCE SERVICES, INC. P.O. BOX 6360 FOLSOM CA 95630	CONTACT NAME: Jeffrey D. Proul PHONE (A/C, No, Ext): (916) 496-8750 FAX (A/C, No): (916) 496-8754 E-MAIL ADDRESS: PC@VITALSIGNSINSURANCE.COM																					
INSURED CENTURY GROUP INTERNATIONAL, LLC. CENTURY GROUP PROFESSIONALS, LLC. 222 PACIFIC COAST HIGHWAY., STE. 2150 EL SEGUNDO CA 90245	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>PHILADELPHIA INSURANCE COMPANIES</td> <td style="text-align: center;">17914</td> </tr> <tr> <td>INSURER B :</td> <td>ARCH INSURANCE COMPANY</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER C :</td> <td>PROGRESSIVE INSURANCE COMPANY</td> <td style="text-align: center;">24260</td> </tr> <tr> <td>INSURER D :</td> <td>THE OHIO CASUALTY INSURANCE CO.</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER E :</td> <td>HSB SPECIALTY INSURANCE CO.</td> <td style="text-align: center;">11452</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	PHILADELPHIA INSURANCE COMPANIES	17914	INSURER B :	ARCH INSURANCE COMPANY	11150	INSURER C :	PROGRESSIVE INSURANCE COMPANY	24260	INSURER D :	THE OHIO CASUALTY INSURANCE CO.	24074	INSURER E :	HSB SPECIALTY INSURANCE CO.	11452	INSURER F :		
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COVERAGES CERTIFICATE NUMBER: 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability INCL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		PHPK2684017	5/10/24	5/10/25	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 FIRE/LEGAL \$ 100,000
C A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X		00955250-1 PHPK2684017	8/10/24 5/10/24	2/10/25 5/10/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB910814	5/10/24	5/10/25	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	NSWCC0012803 NSWCC0012703	1/1/24	1/1/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E A A D	CYBER LIABILITY PROFESSIONAL LIABILITY D&O CRIME (3RD PARTY)			6699861-03 17176197 17176197 018232280	5/10/24 5/10/24 5/10/24 9/26/23	5/10/25 5/10/25 5/10/25 9/26/24	LIMIT \$1,000,000 LIMIT \$1,000,000/2,000,000 LIMIT \$1,000,000/1,000,000 LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 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. The contractors insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers.

CERTIFICATE HOLDER City of Richmond 450 Civic Center Plaza Richmond, CA 9480	CANCELLATION 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
--	--

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, (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.

Printed Name: Carolyn Sweeney **Title:** Managing Director

Signed:  **Date:** 8/29/2024

Business Entity: Century Group