

**CITY OF RICHMOND
SHORT FORM CONTRACT**

Department: Community Development	Project Manager: Lina Velasco
Project Manager E-mail: lina_velasco@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6706
PR No:	Vendor No: 16579
P.O./Contract No: / 7085	
Description of Services: Infilla will create a Forum Software for planners to document interpretations of the Zoning Ordinance & a Fee Calculator module for the public.	

1. **Parties.** The parties to this Agreement are the City of Richmond (herein referred to as the "City") and the following named Contractor:

(Company) Pronto, Inc., dba Infilla

(Street Address) 1144 Haight Street

(City State, Zip Code) San Francisco, CA 94117

(Contract Person) Jenny Song

(E-mail) jenny@infilla.com

(Telephone) (315) 396-5518

(Fax Number) _____

Richmond Business License No. N/A

Expiration Date: N/A

2. **Term.** The effective date of this Agreement is July 1, 2024 and it terminates June 30, 2025 unless sooner terminated as provided herein.

3. **Payment Limit.** City's total payment to Contractor under this Agreement shall not exceed **(\$10,000.00)** including expenses unless a contract amendment has been approved by the City Council or City Manager.

4. **City's Obligations.** City shall pay the Contractor a not to exceed amount of \$ 9,995.00 as total payment for all services rendered.

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:
Richmond, CA

6. **Contractor's Obligations.**

To the satisfaction of the City's Project Manager, Contractor shall provide the following services:

Forum Software attached dated May 2024.

Contractor shall complete all items in the attached scope.

7. **Supplemental Conditions.** This Contract is subject to the Supplemental Conditions and Special Conditions (if applicable) attached hereto, which are incorporated herein by this reference.

8. **Insurance Provisions.** This Contract is subject to the Insurance Provisions which are attached hereto and are incorporated herein by this reference.

9. **Signatures.** These signatures attest the parties' agreement hereto:

CITY:

CITY OF RICHMOND, CA
a municipal corporation

By: DocuSigned by:
Shasa Curl
7/19/2024 DS
W
City Manager or Designee Signature

CONTRACTOR:

By: DocuSigned by:
[Signature]
7/16/2024
Signature Date:

Infilla Scope of Work for Richmond

Jun 2024

Table of Contents

Element	Description
Context	Context on Richmond planning needs
About the Forum	An overview of the Forum product
Implementation	A description of the stakeholders and tasks to implement the Forum product

1. Context

Richmond is using Infilla’s Forum product to:

- Convert ephemeral, tribal knowledge of interpretations into unified institutional knowledge that does not leave with the inevitable turnover of staff
- Share knowledge of state and local laws equitably and efficiently among staff to ensure consistency of decisioning making among staff of different tenures
- Reduce email and counter volume, answering similar questions repeatedly
- Provide a searchable resource for Richmond residents to get answers on the complex entitlements & permitting process without having to email or visit staff

2. About the Forum

Objective & Deliverable	<ul style="list-style-type: none"> ● Provide a way for staff to contribute to a user-friendly database of organized and searchable interpretations and common counter questions as a single source of truth. ● Staff will be able to reference & contribute to this database for project review and at the counter. ● The Public can use this to get answers quickly without needing to email or go to the Permit Center.
Timeline	4-6 weeks
IT dependencies	<p>Access to Richmond's Identity Provider (e.g. Microsoft Entra) for supporting single-sign-on with employees' existing logins.</p> <p><i>This is not connected to i MS or eTRAKIT</i></p>
Other dependencies	Change in process for planners to ask questions on interpretations
Metrics of success	<ul style="list-style-type: none"> ● Weekly engagement rate among users ● Number of threads in the Forum ● Average of days to resolve a thread in the Forum ● Planner and manager satisfaction rate ● Planning counter visit volume trends ● General planning email volume trends
Acceptance criteria	<ul style="list-style-type: none"> ● There are X questions pre-populated in the Forum ● All planners are trained on how to use the tool and each have asked 1 question with resolution

3. Implementation

Stakeholders

[DACI](#) is a common framework for efficient decision making that we will apply to Forum implementation.

Role	Description	Who
Driver	Primarily works with and guides the Infilla team	Hector Rojas
Approver	Makes final decisions	Lina Velasco

INFILLA

Contributors	Planning and IT subject matter experts who may help with discovery, build, testing, and rollout considerations on an as-needed basis	Planning - Matt Neuebaumer, Kristi Ellerbroek, Pete Srivarom, Rae Alberts IT - Sue Hartman, Henry Lei
Informed	Stakeholders that receive the benefit of the delivered modules, but are not expected to help with implementation	The Public

Steps / tasks

Step	Infilla	Richmond	Est. time for Richmond	Status
Phase 1 - Verify correctness of import (1-2 wks)				
1	Do discovery session to answer key questions for implementation and gather files for ingestion		1 hr	<input checked="" type="checkbox"/>
2	Configure forum & ingest files	Verify correctness of import	1-2 hrs	
Phase 2 - Planning team uses for internal use only (2-3 wks)				
3	Train and shadow team on use cases	Try out the internal forum and share feedback	30 min for training	
4	Address feedback	Support Infilla coming on-site for shadowing		
Phase 3 - Public can see final interpretations on the department website (1 wk)				
5	Ship and monitor the public version of the Forum to the dept website. Address any feedback	Richmond IT to support change to department website. Try out the external forum and share feedback.	TBD for Richmond IT	

**For the Contract between the City of
Richmond and**

Pronto, Inc., dba Infilla

SUPPLEMENTAL CONDITIONS

1. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his 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 Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
2. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches \$10,000.00. The City shall not be responsible for compensating Contractor for any amounts in excess of \$10,000.00.
3. Either the City or Contractor may cancel this Contract at any time upon giving the other party ten (10) days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation.
4. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
5. Contractor 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 contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
6. Contractor 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, 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 Contract does not exceed five thousand dollars (\$5,000.00) and if the Contractor does not make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then the Contractor shall be exempt from obtaining a City of Richmond business license.
8. If this Contract does exceed five thousand dollars (\$5,000.00), or if Contractor 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 Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

**For the Contract between the City of
Richmond and**
Pronto, Inc., dba Infilla

SPECIAL CONDITIONS

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 as Exhibit A, prior to the execution of this Agreement.

CITY OF RICHMOND
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Pronto, Inc. (DBA Infilla) (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 18 day of June, 2024, at , California.

Printed Name: Jenny Song **Title:** CEO

Signed:  **Date:** June 18, 2024

Business Entity: Pronto, Inc. (DBA Infilla)

**For the Contract between the City of
Richmond and**

Pronto, Inc., dba Infilla

INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR 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 8: IT and Cyber Risks

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

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

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

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

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

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

- Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:
1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
 2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
 3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
 4. Workers’ Compensation Insurance as required by the State of California including Employer’s Liability coverage.
 5. Original and Separate Waiver of Subrogation for Workers’ Compensation and Builder’s Risk/ Course of Construction Insurance.
 6. Cyber Liability Insurance

Required Coverage	Minimum Limits	
Workers’ Compensation and Employers’ Liability	Statutory limits as required by the State of California including \$1 million Employers’ Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign “Contractor Release of Liability” found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .	
General Liability <i>(primary and excess limits combined)</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o

City of Richmond - Insurance Requirements – Type 8: IT and Cyber Risks

	<p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property).</p> <p>If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit).</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.
Cyber Liability	<p>Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of 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.</p> <p>If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.</p>

	Same limits as General Liability.
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Required Policy Conditions	
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.
Additional Insured Endorsement	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p> <p>SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61</p>
Additional Insured Endorsement (continued)	
Primary and Noncontributory	The contractor’s insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from

**City of Richmond - Insurance Requirements – Type 8:
 IT and Cyber Risks**

	the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor’s insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder’s Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
	1.

Umbrella/Excess Liability Policies

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

Claims-Made Policies

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

Subcontractors

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

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

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

**City of Richmond - Insurance Requirements – Type 8:
IT and Cyber Risks**

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2024

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 Vouch Insurance Services, LLC Vouch Specialty Insurance Services, LLC 3739 Balboa St, #1073 San Francisco, CA 94121	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: John Wallace</td> </tr> <tr> <td>PHONE (A/C. No. Ext): (415) 488-6728</td> <td>FAX (A/C. No.): (415) 366-2758</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: COIs@vouch.us</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: State National Insurance Company</td> <td style="text-align: right;">NAIC # 12831</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: John Wallace		PHONE (A/C. No. Ext): (415) 488-6728	FAX (A/C. No.): (415) 366-2758	E-MAIL ADDRESS: COIs@vouch.us		INSURER(S) AFFORDING COVERAGE		INSURER A: State National Insurance Company	NAIC # 12831	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																					
INSURED Pronto, Inc. (dba Infilla) 1144 Haight Street San Francisco, US-CA 94117																					

COVERAGES **CERTIFICATE NUMBER: 1** **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																
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$</td></tr> </table>		PER STATUTE	OTHER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$	E.L. DISEASE - POLICY LIMIT			\$
	PER STATUTE	OTHER																					
E.L. EACH ACCIDENT			\$																				
E.L. DISEASE - EA EMPLOYEE			\$																				
E.L. DISEASE - POLICY LIMIT			\$																				

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

CERTIFICATE HOLDER The City of Richmond, its officers, officials, employees, agents and volunteers 450 Civic Center Plaza Richmond, CA 94804	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
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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WC 04 03 06
(Ed. 04-84)**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Richmond
450 Civic Center Plaza
Richmond CA 94804

Job Description

Configuring and implementing a software product

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/8/2024 Policy No. QWC1370262 Endorsement No. 1
Insured Pronto, Inc. Premium \$ 773
Insurance Company Sequoia Insurance Company

Countersigned by _____

AGENCY CUSTOMER ID: Pronto, Inc. (dba Infilla)

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Vouch Insurance Services, LLC		NAMED INSURED Pronto, Inc. (dba Infilla) 1144 Haight Street San Francisco, US-CA 94117	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER Refer to page 1 for full list	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 25 (06/13) **FORM TITLE:** Certificate of Liability

Businessowners Policy HDG.BOP.24.VZR6-DRGL includes a waiver of subrogation for any person or organization that Pronto, Inc. (dba Infilla) enters into a written contract with and such contract requires the coverage provided by the endorsement (BP 04 97).

Additional Insured endorsement (BP 04 48) issued for: The City of Richmond, its officers, officials, employees, agents and volunteers (effective 06/26/2024). Provided, however, The City of Richmond, its officers, officials, employees, agents and volunteers are additional insureds only to the extent that liabilities fall within obligations of Pronto, Inc. (dba Infilla) to indemnify such additional insured pursuant to a written agreement.

Business Liability coverage includes any person or organization as an additional insured (BP 04 48) when required by written contract or agreement and is primary and will not seek contribution from any other insurance available to an additional insured; provided that the additional insured is a named insured under other such insurance and Pronto, Inc. (dba Infilla) agreed in a contract or agreement that this insurance would be primary and not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: HDG.BOP.24.VZR6-DRGL

BUSINESSOWNERS
BP 14 88 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:
HDG.BOP.24.VZR6-DRGL

BUSINESSOWNERS
BP 04 48 07 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
The City of Richmond, its officers, officials, employees, agents and volunteers (effective 06/26/2024). Provided, however, The City of Richmond, its officers, officials, employees, agents and volunteers are additional insureds only to the extent that liabilities fall within obligations of Pronto, Inc. (dba Infilla) to indemnify such additional insured pursuant to a written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

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