

**GRANT SERVICES AGREEMENT  
RICHMOND FUND FOR CHILDREN AND YOUTH  
GRANT PROGRAM**

Department: City Manager’s Office, Internal Services	Project Manager: Patrick Seals
Project Manager’s E-mail: youth@ci.richmond.ca.us	Project Manager’s Phone Number: (510) 620-6523
Grantee: City of Richmond, Recreation Division with the West Contra Costa Public Education Fund (Ed Fund West)	Contact Name: Troy Porter Email: troy_porter@ci.richmond.ca.us Phone: 510-620-6641
Vendor No: 5680	Contract No: <del>7381</del> 7741
Term: 01/01/25 - 12/31/27	Payment Limit: \$900,000 (\$300,000 per FY)
Program Summary: The City of Richmond’s Recreation Division in collaboration with the Ed Fund will host the Camp Achieve program, which will provide educational and enrichment services to 360 K-8th grade youth annually in Richmond, California. The program will combat summer learning loss and provide enrichment experiences.	

THIS AGREEMENT is hereby entered into on 12/11/2025 (“Effective Date”) by and between the City of Richmond, a municipal corporation and charter city (“City”) and the **City of Richmond, Recreation Division**, a California nonprofit corporation (“Grantee”) (collectively, the “Parties”).

RECITALS

A. On June 5, 2018, Measures E and K, known as the Richmond Kids First Initiative, approved a City of Richmond charter amendment (Article 15) to create the Richmond for Fund of Children and Youth (“Fund”), require that a portion of the General Fund be set aside to fund youth programs and services, establish a 15-member Oversight Board, conduct a Community Needs Assessment (CNA), and develop a three-year Strategic Investment Plan (SIP) which guides a 3-year grant-making process.

B. As stated in the Charter of the City of Richmond - Article 15 Section 2, the Fund will be maintained separate and apart from all other City funds and shall be appropriated annually at the time of the City’s budget adoption. The City of Richmond is required to set aside a portion of the annual actual unrestricted general purpose revenues of the City to be transferred in the amounts specified below:

1. For Fiscal Year 2021-2022, to be set aside for the Fund is an amount equal to one percent (1%) of the City’s annual actual unrestricted general purpose revenues.
2. For Fiscal Year 2022-2023, to be set aside for the Fund is an amount equal to two percent (2%) of the City’s annual actual unrestricted general purpose revenues.
3. For Fiscal Year 2023-2024, and each fiscal year thereafter through Fiscal Year 2027-2028, to be set aside for the Fund is an amount equal to three percent (3%) of the City’s annual actual unrestricted general purpose revenues.

C. On October 6, 2024, Grantee submitted an application for financial assistance in carrying out a particular public purpose (“Grant”) that was evaluated and recommended for funding by the Fund Grant Review Panel and approved by the Richmond City Council on December 3, 2024. Grantee and City now wish to enter into this Agreement for the provision of Grantee’s Program (as defined below) as approved by the Richmond City Council.

NOW, THEREFORE, it is agreed between the Parties hereto that:

## ARTICLE I PROVISIONS

### Section 1.1 Scope of Services.

A. Program Delivery. Grantee shall, to the satisfaction of City, perform and provide the program and/or services outlined in the Service Plan attached hereto and made a part hereof as **Exhibit A** (“Program”).

B. General Administration. Grantee shall provide program management and general administrative services to support the Program. Administrative support includes but is not limited to the following: data collection and analysis, preparation and submission of a mid-year and a final (“Close-Out”) report, budget preparation and submission of demands for reimbursement, and any other function that will ensure compliance with this Agreement.

C. Staffing. For each employee funded by the Grant, Grantee shall provide the name of such employee(s), title, description of job responsibilities, hourly base pay rate or billable rate, and an estimate of time to be spent on the Program by employee per pay period. Such staff information shall be submitted within thirty (30) days of the Effective Date. Grantee shall inform City in writing, within ten (10) working days, of any changes to such staff that occur during the Term.

D. Performance Monitoring. City shall have the right to monitor Grantee’s compliance with the goals and performance standards established in this Agreement. Substandard performance, as determined by City, shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Grantee within thirty (30) days after being notified by City, this Agreement may be suspended or terminated. Substandard performance may be shared with future RFCY Grant Review Panel members, Richmond City Council, and/or City staff and may impact Grantee’s ability to apply for and/or receive future City funds, including Grant funds.

E. Site Visits and Meetings. City may coordinate at least one (1) site visit of every Grant-funded Program during the Term. City may also convene at least one (1) mandatory meeting and/or training session. City will provide Grantee timely notice for each such meeting or training session.

F. Capital Improvement Projects. The City reserves the right to solicit competitive bids and proposals for any Capital Improvement Project on City or publicly land. Additionally, the City retains the authority to select contractors based on these bids, oversee the execution of the program, and manage all

aspects of the project throughout its entire scope, ensuring that it is completed in accordance with the established requirements and standards

Section 1.2 Term.

This Agreement shall commence effective January 1, 2025, and shall terminate on December 31, 2027, and thereafter the Agreement shall be null and void and of no further force or effect, except as otherwise provided herein.

Section 1.3 Funding.

This Agreement shall be deemed executory to the extent that the monies are appropriated in the current Grant Budget for the purposes of this Agreement and no liability shall be incurred by City, or any other department of City, beyond the monies budgeted and available for this purpose. The Agreement is not a general obligation of City. Neither the full faith and credit, nor the taxing power of City is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available beyond those monies appropriated in the current Grant Budget for the purposes of this Agreement.

ARTICLE II  
DISBURSEMENT LIMIT

Section 2.1 Amount.

It is expressly agreed and understood that the total amount to be disbursed by City under this Agreement shall not exceed \$900,000 (“Disbursement Limit”). To the extent practicable, the use of Grant funds shall be used on a pro rata basis with other funds provided to the Program.

Section 2.2 Demands.

The Project Manager may disburse a twenty-five percent (25%) advance payment of the Disbursement Limit to Grantee (“Advance Payment”) in its sole discretion for Quarters 1, 2, and 3. Grantees receiving an Advance Payment may be eligible for an additional Advance Payment of twenty-five percent (25%), contingent upon the submission of complete reporting and invoicing documentation, as set forth in Section 4.1(C) of this Agreement and as determined by the Project Manager. A final Advance Payment of twenty-five percent (25%) may be made, contingent upon submission of the complete reporting and invoicing documentation, as set forth in Section 4.1(C) of this Agreement and as determined by the Project Manager. Unless the Project Manager approves disbursement of an Advance Payment described herein, Grant funds will be disbursed on a reimbursement basis. The remaining twenty-five percent (25%) will be reserved until the completion of the Grant program and final submittal of all documentation required per this Agreement.

It is Grantee’s responsibility to ensure that Grant funds are used only for the eligible costs and amounts specified in the Program Budget, attached hereto and made a part hereof as **Exhibit B**. No more than twenty percent (20%) of the Grant funds may be allocated by Grantee to indirect costs, calculated as a percentage of the total Grant request. Should Grantee fail to use Grant funds in

accordance with the Program Budget, the payment of Grant funds may be suspended or terminated.

Section 2.3 Non-Liability.

City shall not be liable for any cost that (a) has been paid, reimbursed, or is subject to payment or reimbursement from any other source; (b) was incurred prior to the beginning date of this Agreement; (c) is not in accordance with the terms of this Agreement, including all Exhibits; or (d) has not been billed to City within thirty (30) calendar days after the date this Agreement terminates.

ARTICLE III  
LIMITATION ON CITY OBLIGATIONS

Section 3.1 Limitations.

A. Nothing in this Agreement shall make Grantee or Grantee's employees (a) subject to any of the memoranda of understanding that apply to union represented City employees, (b) subject to the Personnel Rules, Employee Handbook, or Administrative Policy Manual that apply to City employees, (c) subject to any of the benefits received by employees of City, including but not limited to Medical, Dental, Vision, Retirement, Vacation or Sick Leave, and Administrative Leave, (d) covered by City's Workers' Compensation Insurance, or (e) employees of City for purposes of the Tort Claims Act (Govt. Code Section 825, *et seq*) or for any other purpose.

B. Grantee and Grantee's employees shall not be protected by the same immunities and right to indemnification and defense extended by the Tort Claims Act to public employees, including City employees.

Section 3.2 Termination for Convenience.

This Agreement may be terminated by the City, at its sole and absolute discretion, upon thirty (30) days advance written notice thereof to Grantee or cancelled immediately by written mutual consent of the Parties.

ARTICLE IV  
ADMINISTRATIVE REQUIREMENTS

Section 4.1 Financial Management.

A. Accounting Standards. Grantee shall adhere to Generally Accepted Accounting Principles<sup>1</sup>, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping.

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<sup>1</sup> "Generally Accepted Accounting Principles" refers to the accounting standard adopted by the U.S. Securities and Exchange Commission (SEC).

- (1) Records to be Maintained. Grantee shall maintain all required records pertinent to the activities being funded pursuant to this Agreement, in a manner satisfactory to the City.
- (2) Retention. Grantee shall retain all records related to the Program for a period of five (5) years after the termination of all activities funded under this Agreement.
- (3) Client Data. Grantee shall maintain all client-level data demonstrating client eligibility for the Program, including client name, address, basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request, pursuant to Section 1.1.D of this Agreement.
- (4) Close-Outs. Grantee's obligation to City shall not end until all Close-Out requirements are completed, including preparation of a Close-Out Report at the end of the Term. Activities required during the Close-Out period shall include, but are not limited to: submission of the Close-Out Report, making all final payments to employees, vendors, and/or contractors, submission of a Final Invoice (per the invoice requirements set forth in Section 4.1.C(5) below), and return to City of all unspent cash advances
- (5) Audits and Inspections. All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cured by Grantee within thirty (30) days after Grantee's receipt of such reports. Failure by Grantee to comply with any audit requirements shall constitute a breach of this Agreement and may result in the withholding or termination of future Grant fund payments.

C. Reporting, Evaluation, and Payment Procedures.

- (1) Budgets. The Program Budget (Exhibit B) shall include a list of expenditures to be paid for via Grant funds. No more than twenty percent (20%) of the Grant funds may be allocated to indirect costs, calculated as a percentage of the total grant award. The Parties may agree to revise the Program Budget from time to time in accordance with existing City policies.
- (2) Payment Procedures. Subject to the Disbursement Limit, City will pay Grantee the Grant funds available under this Agreement based upon information submitted by Grantee and consistent with the Program Budget and City policies concerning such payments. Payments will be made via paper check or electronic funds transfer and only for eligible expenses actually incurred by Grantee, up to the Disbursement Limit. Any funds remaining shall revert back to City. Payments will be adjusted by City in accordance with any Advance Payments to Grantee.
- (3) Progress Reports. Grantee shall submit quarterly grant reports (Progress Report) to the Project Manager in the form and content as set forth in the Grant Report Template, attached hereto as **Exhibit C**. The Progress Reports are due no later than the Due Dates listed below for each Term, unless an extension is authorized by City, in its sole and absolute discretion:

<u>Quarter Period to be covered in Progress Report</u>		<u>Due Date</u>
1	January 1 through March 31, 2025	April 30, 2025
2	April 1 through June 30, 2025	July 31, 2025
3	July 1 through September 30, 2025	October 31, 2025
4	October 1 through December 31, 2025	January 31, 2026
5	January 1 through March 31, 2026	April 30, 2026
6	April 1 through June 30, 2026	July 31, 2026
7	July 1 through September 30, 2026	October 31, 2026
8	October 1 through December 31, 2026	January 31, 2027
9	January 1 through March 31, 2027	April 30, 2027
10	April 1 through June 30, 2027	July 31, 2027
11	July 1 through September 30, 2027	October 31, 2027
12	October 1 through December 31, 2027	January 31, 2028

- (4) Close-Out Report. The Close-Out Report, covering the entire Grant period, is due no later than thirty (30) days after the end of the Term (as indicated below), unless an extension is authorized by City, in its sole and absolute discretion.

<u>Period to be covered</u>	<u>Due Date</u>
January 1 through December 31, 2027	January 31, 2028

- (5) Performance Measurement. On an annual basis, the Richmond Department of Children and Youth will review the Program’s performance scores as outlined in Exhibit A, Exhibit B, Appendix B, and Appendix C to assess program quality and accountability according to the City’s satisfaction. Failure by the Grantee to meet performance expectations will result in a program improvement process that may result in the withholding, rescinding, or termination of current or future Grant fund payments.
- (6) Evaluations. Grantee shall participate in RFCY evaluation activities, including but not limited to administering parent and youth experience surveys, grantee surveys, and focus groups. Such activities can take place past the conclusion of the program end date.
- (7) Technical Assistance Activities. The City shall partner with external contractors to provide technical assistance related to data collection, reporting, and continuous improvement and will encourage the Grantee to participate to support the Program’s efforts continuous improvement efforts.
- (8) Invoices. Invoices shall contain, but not be limited to, the following information in sufficient detail and shall be submitted in a form which adequately demonstrates consistency with the Service Plan and Program Budget:
- a. Number of hours per task that Grantee staff performed work;
  - b. Number of hours per Grantee staff member being billed for which stipends have been paid;
  - c. Hourly or flat rate provided to Grantee staff; and

- d. Itemization of any other direct costs (e.g., supplies, travel, operating expenses, etc.) incurred for which reimbursement is being requested within that Invoice period.

Note: Itemization of indirect cost (e.g., rent, utilities, etc.), although not required, may be requested by and shall be made available to City upon request.

- (9) Required Supporting Documentation. The following Required Supporting Documentation must be submitted with each Invoice, as applicable:

- a. Each Invoice must contain all of the information specified in the Grant Report Template (Exhibit C).
- b. If the Invoice is requesting reimbursement of any other direct costs (i.e., any costs other than Grantee staff time or stipends—for example, supplies, travel, operating expenses, etc.), the Invoice must be accompanied by copies of actual itemized invoices or receipts for all applicable direct costs.
- c. If Grantee staff time or stipends are included in the Invoice, City may request that the Invoice be accompanied by copies of timesheets, daily logs, and/or payroll records covering all staff hours for which reimbursement is being requested.

- (10) Matching Funds. Matching Funds refers to all program funding above the RFCY award that are necessary to provide the services at the proposed levels. Grantee must demonstrate, and is accountable for, raising and documenting funding that equals at least fifteen percent (15%) of the RFCY grant award as a program match. This fifteen percent (15%) match of RFCY program funding must be a cash or in-kind match that supports the proposed program. Grantee must provide evidence of in-kind and cash matches at the end of the third quarter, (e.g., through letters, copies of checks, grants, or records of volunteer or donated services.)

## ARTICLE V GENERAL PROVISIONS

### Section 5.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture by and between City and Grantee or either Party's agents, employees volunteers, or subcontractors, and Grantee shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its employees, volunteers, agents, and/or subcontractors, perform the services required of it by the terms of this Agreement. Grantee has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of the Program under this Agreement.

### Section 5.2 Compliance with Laws.

A. With respect to this Agreement, Grantee shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative

bodies or tribunals, including without limitation environmental laws, disability laws (including the Americans with Disability Act), employment discrimination laws, living wage, and prevailing wage laws, as well as all California Department of Justice and Secretary of State requirements. Compliance under this provision also means Grantee's compliance with all provisions of the Municipal Code of the City of Richmond ("Municipal Code"), including Chapter 2.28 and Chapters 2.50, 2.52, 2.56, 2.60, and 2.65, if applicable, which are hereby incorporated by reference.

B. Living Wage Ordinance. Grantee acknowledges that under Section 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Grantee shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also, as prescribed in Section 2.60.070 of the Municipal Code, Grantee shall notify each of its affected employees regarding the wages that are required to be paid pursuant to the Living Wage Ordinance.

C. Non-Discrimination.

- (1) Grantee agrees to observe 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 with the City of Richmond for services to refrain from discriminatory employment or subcontracting practices on the basis of the race, color, sex, sexual orientation, gender identity, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor. Said Section 2.28.030 is, by this reference, a part of this Agreement.
- (2) If Grantee is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it will be in default of this Agreement. Thereupon, City will have the power to cancel or suspend this Agreement, in whole or in part.

D. 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"). Grantees must submit the Sanctuary City Compliance Statement included herein as **Exhibit D** along with the bid or proposal prior to execution of the contract.

### Section 5.3 Publicity and Acknowledgement of Support.

A. Grantee shall give appropriate credit to City and the RFCY program for their financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the Program and services performed pursuant to this Agreement, including but not limited to any tangible final products produced pursuant to this Agreement. Copies of such materials shall be provided to City for review prior to their release.

B. Grantee hereby grants to City the right and authority to publicize City and RFCY program support for the Program in press releases, publications, and other public communications of any

type including, without limitation, digital and web publications, and to use Grantee's name, likeness, logo, or other official representation of Grantee in such communications.

C. Website Links: Grantee grants revocable permission to City to place links to Grantee's web site on City's RFCY website. City also grants revocable permission to Grantee to place links to City's RFCY website on Grantee's web site. Revocation of such permissions shall be noticed in writing and the Party in receipt of such notice shall have thirty (30) days to remove all links to the other Party's website from its own website.

#### Section 5.4 Background Checks.

If Grantee provides services to youth or other vulnerable populations (including, but not limited to elderly, differently-abled, chronically ill, unhoused, etc.), Grantee shall require comprehensive background checks and fingerprinting of all its employees, volunteers, agents, or subcontractors that work directly with youth or such other vulnerable populations. The cost of the background checks and fingerprinting shall be borne solely by the Grantee. Grantee agrees to provide City with an affidavit certifying that these background check and fingerprinting processes were completed and that all aforementioned individuals supporting Grantee who provide services to vulnerable populations have successfully passed the background and fingerprinting checks. At City's discretion, Grantee may also be subject to an audit of the underlying records referred to in and relied upon in preparing the affidavit.

In addition, Grantee must ensure that all its employees, volunteers, agents, and subcontractors have a responsibility to self-report to Grantee within three (3) calendar days any arrest. Grantee must notify the Project Manager within forty-eight (48) hours of all details concerning any reported arrest. Upon City's request, Grantee shall re-screen any of its employees, volunteers, agents, and/or subcontractors during the term of this Agreement.

#### Section 5.5 Default.

In the event Grantee fails to perform properly any of its obligations hereunder, Grantee shall have thirty (30) days after receipt of written notice from City to cure such failure of performance. If Grantee does not cure the failure within thirty (30) days, or if Grantee fails to commence to cure or, within a reasonable time thereafter, fails to complete the cure, City may, in addition to any other remedies, suspend or terminate this Agreement, complete Grantee's obligations in any reasonable manner it chooses, or operate or maintain the Program as the City may deem necessary to fulfill requirements of the Grant. Grantee shall reimburse City for any costs or expenses incurred by City because of such failure to perform. If Grantee fails to comply with any of rules, regulations, ordinances, requirements, or provisions of City, in addition to other remedies as provided by law, this Agreement may be suspended or terminated.

#### Section 5.6 Copyright.

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

Section 5.7 No Claims.

Nothing contained in this Agreement shall create or justify any claim against City by any person that Grantee may have employed or with whom Grantee may have contracted relative to the purchase of materials, supplies, or equipment, or to the furnishing or the performance of any work or services for the Program or otherwise.

Section 5.8 Indemnification.

A. To the fullest extent permissible by law, Grantee shall indemnify, defend and hold harmless, and require its contractors and subcontractors to defend, indemnify and hold harmless, City, its elected and appointed officials, and all of City's employees and agents ("Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments, including attorney's fees and other defense costs (collectively, "Claims") resulting from injury to or death sustained by any person (including Grantee's or any contractors' or subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Claims arise out of or are in any way connected with the provision of Program services performed pursuant to this Agreement, regardless of Grantee's fault or negligence; provided, however, that Grantee's indemnity obligations hereunder shall not apply to the extent any Claims are caused by the sole and active gross negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Grantee and its contractors and subcontractors shall extend to Claims asserted after termination of this Agreement for whatever reason.

B. In Claims against any person or entity indemnified under Section 5.8.A above by an employee of Grantee, or its contractors and subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 5.8.A above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Section 5.9 Non-Liability of City Officials, Employees, and Agents.

No member, official, employee, or agent of City shall be personally liable to Grantee in the event of any default or breach by City, for any amount which may become due to Grantee or its successor, or on any obligation under the terms of this Agreement.

Section 5.10 Insurance.

Grantee shall submit to City evidence of and keep current the insurance coverage meeting the general requirements set forth in the Insurance Requirements, attached hereto and made a part hereof as **Exhibit E**.

Section 5.11 No Third-Party Beneficiaries.

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

Section 5.12 Conflict of Interest.

A. Except for approved eligible administrative or personnel costs, no person described in Section 5.12.B below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during or at any time after such person's tenure. Grantee shall exercise due diligence to ensure that the prohibition in this Section 5.12.A is followed.

B. The conflict of interest provisions of Section 5.12.A above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of City, or any person related within the third (3rd) degree of such persons.

Section 5.13 Notices, Demands, and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand, or communication upon the other Party, such notice, demand, or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail with return receipt requested and postage prepaid or delivered by express delivery service with return receipt requested.

If intended for City, it shall be addressed to:

City of Richmond  
450 Civic Center Plaza, Suite 300  
Richmond, California 94804  
Attention: City Manager

With copy to:

City of Richmond  
450 Civic Center Plaza, Suite 340  
Richmond, CA 94804  
Attention: City Attorney

If intended for Grantee, it shall be addressed to:

**Attention: Executive Director**  
**City of Richmond**  
**3230 MacDonald Ave.**  
**Richmond, CA 94804**

Any notice, demand, or communication shall be deemed given, received, made, or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either Party may change its mailing address at any time by giving written notice of such change at least ten (10) days prior to the

date such change is desired to be effective.

Section 5.14 Applicable Law.

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

Section 5.15 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors in interest, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

Section 5.16 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 5.17 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding, or unenforceability.

Section 5.18 Waivers.

Any waiver by City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by City to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City to any act or omission by Grantee shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Grantee's written consent to future waivers.

Section 5.19 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 5.20 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties.

Section 5.21 Multiple Originals; Counterpart.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

CITY OF RICHMOND: *JAW*

*Kinshasa Curl*

12/10/2025

Kinshasa Curl  
City Manager

Date

Approved as to form:

Attest:

*JA* For

*Pamela Christian*

James Atencio  
Senior Assistant City Attorney

Pamela Christian  
City Clerk

GRANTEE:

*Troy Porter*

11/17/2025

Name

Date

Recreation Supervisor

*Troy Porter*

Title

Signature

## **EXHIBIT A SERVICE PLAN**

In a satisfactory manner as will be determined by the City's Management Analyst, Grantee shall execute:

### **1. Service Specification**

The City of Richmond's Recreation Division (Recreation), in collaboration with the West Contra Costa Public Education Fund West (Ed Fund) will host the Camp Achieve program, which will provide educational and enrichment services to 360 K-8<sup>th</sup> grade youth annually in Richmond, California. The program will combat summer learning loss and provide enrichment experiences.

### **Program Overview**

Camp Achieve will provide high-quality summer camp programming focused on academic support, enrichment activities, and social-emotional learning for 360 Richmond youth aged 5-14 years of age. The program specifically aims to enhance literacy skills, provide fitness and wellness opportunities, and support social-emotional development. Through project-based learning, enrichment activities, and field trips, the program will increase academic preparedness, foster personal growth, and encourage healthy lifestyles.

### **Lesson Specifications**

Each camp will receive at least 1.5 hours of daily project-based learning on topics including:

- Literacy and Social Skills: Strengthening academic foundations and communication skills
- STEM and Arts Enrichment: Hands-on experiences in science, technology, engineering, math, and creative expression
- Physical and Emotional Well-being: Activities promoting fitness, mindfulness, and teamwork
- Community Engagement: Service-oriented projects fostering civic responsibility and leadership

These lessons will incorporate interactive instruction, small group discussions, hands-on activities, and mentorship opportunities.

Camp Achieve will be held at several Richmond community centers, from June through August at the Shields-Reid Community Center at 1410 Kelsey St, Nevin Community Center at 501 Nevin Ave, Parchester Community Center at 900 Williams Drive, and Booker T. Anderson Community Center at 960 S 47th St, all within Richmond.

The program will operate for 6 hours a day, 5 days a week, over 8 weeks in June, July, and August each year (June 16 – August 8 for 2025). In collaboration with the Ed Fund, the City of Richmond Community Services Department, and the Recreation Division, Camp Achieve will serve K-9th grade youth, reaching 1,080 unique Richmond youth over three years.

### **Daily Schedule**

- 10:00 AM - 10:15 AM – Camp starts, announcements, free play
- 10:15 AM - 10:30 AM – Announcements, rules, and team building
- 10:30 AM - 11:30 AM – Curriculum theme-based learning
- 11:30 AM - 11:45 AM – Clean up

## **EXHIBIT A SERVICE PLAN**

- 12:00 PM - 1:00 PM – Free lunch
- 1:00 PM - 3:00 PM – CBO push-in providers with organized games, rotating activities
- 3:00 PM - 3:30 PM – Return to classes/groups to finish morning projects
- 3:30 PM - 4:00 PM – Free play and departure

Camp Achieve will involve collaboration with several Community-Based Organizations (CBOs), including West Coast Chess Alliance, East Bay Center for the Performing Arts, The Practice Space, Bay Area Creative, and Youth Code Now. In addition, Mental Health Clinicians from the Early Childhood Mental Health program will provide support. Additional CBOs may be incorporated as needed, depending on the availability of the camp.

### **Field Trip Specifications**

Participants will participate in weekly field trips to educational and recreational destinations, engaging in the following activities:

- Themed Learning Experiences:
  - Connected to weekly project-based themes, such as a Camp Talent Show, Richmond History Week (including visits to the Rosie the Riveter Museum and the Richmond Museum), STEM Week, trips to the Exploratorium, and hands-on rocket/robot building.
- Outdoor Activities:
  - Swimming and physical recreation to promote wellness, including visits to local pools and regional parks.
- Cultural and Community Visits:
  - Excursions to museums, parks, and historical sites for local culture and history.
- Interactive Workshops:
  - Opportunities to interact with local professionals and experts to deepen learning.

### **Program Details**

1. Target Demographic – Serving 360 Richmond youth annually, ages 5-14 years old (K-8th grade), with a participant demographic of 52% Latinx, 38% Black/African American, 4% Native American/Indigenous, 3% White, and 3% Pacific Islander youth.
2. Program Outcomes – Participants will return to school better prepared in literacy and academics, develop healthier lifestyles, and improve social-emotional skills.
3. Evaluation Methods – The program will be evaluated through pre- and post-assessments, parent feedback, and program performance reports.

For further inquiries or clarification regarding this service specification, please contact:

City of Richmond Community Services-Recreation

Troy Porter, Recreation Supervisor

troy\_porter@ci.richmond.ca.us

(510) 620-6641

Ed Fund

Robert Bunce, Executive Director

robert@edfundwest.org

(510) 200-8697

**EXHIBIT A  
SERVICE PLAN**

2. Timeline

<b>Task/Activities</b>	<b>Month</b>
<b>1<sup>st</sup> Term (July 1 – December 31)</b>	
CSD staff to meet and begin planning camp	November-December
Ed Fund to fundraise for camp	September-December
<b>2<sup>nd</sup> Term (January 1 – June 30)</b>	
CSD to plan scope and sequence for camp	February
Ed Fund to contract teachers, CBO provider	February-March
Curriculum development, full scope of camp created	March-May
Recruitment of campers	April-June
Staff recruitment	February-May
Staff training & onboarding	May-June
Begin Camp Achieve	June-August
Pre-assessments of campers	
Campers engage in theme based academic programming	
Campers take part in high quality enrichment programming	
Campers build relationships with caring adults	

**EXHIBIT A  
SERVICE PLAN**

3. Project Outcome and Evaluation

<b>Program Component</b>	<b>Program Outcome</b>	<b>Indicator/ Measurement</b>	<b>Goal</b>	<b>Evaluation Method</b>
School Readiness	Reduce summer learning lose, increased literacy readiness	Number of campers participating (4 sites x 50-60 campers)	200-240	Registration or average daily attendance count
		Number KG-8 <sup>th</sup> grader campers	5-14/grade	Registration or average daily attendance count
		% increase in literacy readiness over 8 weeks	10%	San Diego Quick Assessment – Readiness Survey
Social Emotional Wellbeing	Engage with caring adults and improve feelings of safety and security	% Students will report positive relationships with staff and other campers	75% or better	Student Survey and Debrief Qualitative Data
Camper Satisfaction	kids will build important relationships	% Campers will report being safe at camp and express and that they enjoyed camp	75% or better	Student Survey and Debrief Qualitative Data
		% caregivers that report return to student return to school more prepared	75% or better	
		% of caregiver that report would register their youth for camp achieve the following year	75% or better	

## Appendix B: Demographics Table

ESTIMATED TOTAL NUMBER OF UNIQUE RICHMOND PARTICIPANTS: 360

Race/Ethnicity	Ages				TOTALS
	Birth-5	6-12	13-17	18-24	
Asian	0	0	0	0	0
Black/African American	25	109	1	0	135
Latinx	28	156	4	0	188
White	2	9	0	0	11
Native American/Indigenous	2	12	0	0	14
Pacific Islander	2	10	0	0	12
Mixed Race	0	0	0	0	0
Prefer not to state	0	0	0	0	0
Other	0	0	0	0	0
<b>TOTALS</b>	<b>59</b>	<b>296</b>	<b>5</b>	<b>0</b>	<b>360</b>

Gender	Number of Participants	TOTALS
Male		144
Female		216
Non-Binary		0
Not Listed		0
<b>TOTALS</b>		<b>360</b>

Residential Zip Codes	Number of Participants	TOTALS
94801		180
94803		0
94804		90
94805		0
94806		90
<b>TOTALS</b>		<b>360</b>

Priority Population	% of participants
Justice-impacted youth	2%
Young people who have been pushed out of school	0%

Young people who themselves are homeless, or whose families are threatened by homelessness	10%
Young people living in poverty	98%
Immigrant and undocumented children, youth, and families	30%
LGBTQIA+ children, youth, and families	0%
Teen parents and families, including single mothers	0%
Young people with poor physical, mental, emotional and behavioral health outcomes, and children with disabilities	40%
Families with children and youth who are impacted by the criminal justice system	53%
<b>TOTALS</b>	

**Narrative and Explanation:**

360 kids represent the attendance across the 4 camp sites per summer. Camp Achieve is an open enrollment model - kids are not required to attend all summer. The average daily attendance is approximately 220 kids/day across the 4 sites.

Camp Achieve is FREE and serves the highest-need communities in Richmond. All 4 camps are located next to or close to public housing. Kids at camp face multiple challenges, with the vast majority of kids being in the priority population. For most kids, this is the only accessible program that is free and within walking distance of their homes.

## Appendix C: Activity and Operations Projections Table

**ACTIVITY PROJECTIONS:**

Name of Program Activities	Category (select from menu below)	No. Sessions per Quarter	Avg. No. Participants	Avg. Length per Session (hours)	Activity Description
Academics - Literacy	Group	40	360	1.5 hours	Certificated WCCUSD teachers provide academic instruction to participants with a focus on literacy.
Supportive Services - Group Check-ins	Group	120	360	0.25 hours	City of Richmond staff check in with participants as a group twice at the beginning and once at the end of each day of camp.
Academics	Group	24	360	3 hours	Three days a week, Richmond non-profits provide enrichment programming in various areas, dance, sports, arts, chess, community service, nutrition, STEM, social-

					emotional learning, and more.
<b>Sports and Recreation - Swimming</b>	Group	8	360	3 hours	Campers participate in a weekly swimming trip.
<b>Field Trips</b>	Group	8	360	5.5 hours	Campers participate in a weekly educational and enrichment field trip.
<b>Other - Lunch</b>	Group	40	360	0.75 hours	Campers receive lunch and snacks every day.
	Choose an item.			hours	
	Choose an item.			hours	
	Choose an item.			hours	
	Choose an item.			hours	

**PROGRAM OPERATIONS:**

	<b>Number of Weeks Operating</b>	<b>Days of Week Operating</b>	<b>Grant Program Hours of Operation</b>
<b>June</b>	2	<b>Monday - Friday</b>	<b>10:00 am - 4:00 pm</b>
<b>July</b>	4	<b>Monday - Friday</b>	<b>10:00 am - 4:00 pm</b>
<b>August</b>	2	<b>Monday - Friday</b>	<b>10:00 am - 4:00 pm</b>
<b>September</b>	0		
<b>October</b>	0		
<b>November</b>	0		
<b>December</b>	0		
<b>January</b>	0		
<b>February</b>	0		
<b>March</b>	0		
<b>April</b>	0		
<b>May</b>	0		
<b>TOTAL</b>	<b>8 Weeks</b>	<b>5 Days</b>	<b>6 Hours</b>

**LOCATION(S) OF PROGRAM ACTIVITIES:**

<b>Location Name</b>	<b>Address</b>	<b>Location Type</b>
<b>Nevin Community Center</b>	598 Nevin Ave, Richmond, CA 94801	<b>Community Center</b>
<b>Parchester Community Center</b>	900 Williams Dr, Richmond, CA 94806	<b>Community Center</b>
<b>Shields-Reid Community Center</b>	1410 Kelsey St, Richmond, CA 94801	<b>Community Center</b>
<b>Booker T. Anderson Community Center</b>	960 S 47th St, Richmond, CA 94804	<b>Community Center</b>
		Choose an item.
		Choose an item.
		Choose an item.
		Choose an item.

**EXHIBIT B  
PROGRAM BUDGET**

The Program Budget can be modified up to the disbursement limit upon request from the Grantee and approval from the City's Project Manager.

<u>Expenditures</u>	<u>Grant Amount</u>	<u>Budget Narrative</u>	<u>Required Supporting Documents for Payment</u>
<i>Program Personnel</i>			
Recreation Staff Salaries	\$93,800	Supervisors Supervisor, Coordinators, Program Specialists	Proof of payment (Payroll records, paystubs, etc.) Timesheets (name, date, and hours worked)
<b>TOTAL PERSONNEL COST</b>	<b>\$93,800</b>		
<i>Program Cost</i>			
Contractor (65%)	\$195,000	Ed Fund (Collaborative Partner) Contract teachers, service providers, fiscal services, contract support	Invoice and confirmation payment, receipt, bank statement, or cancelled check
Programmatic Supplies	\$4,500	Books, art materials, supplies for project-based learning activities	Invoice and confirmation payment, receipt, bank statement, or cancelled check
Transportation	\$6,700	Bus Rentals for Field Trips	
<b>TOTAL PROGRAM COST</b>	<b>\$206,200</b>		
<b>TOTAL PROJECT BUDGET</b>	<b>\$300,000</b>		

## EXHIBIT C

***The Grant Report Template May be Updated by the City of Richmond at Any Time***

Fiscal Years 2025-27

# Progress Report

Richmond Fund for Children and Youth (RFCY) Grant Program

**Organization Name:**

**Project Name:**

**Contact Person:**

**Contract #:**

**Grant Award Amount: \$**

**Project Duration: (in months)**

**Total number of clients served:**

**Total number of clients served from Richmond:**

**Indicate the area or neighborhood(s) where services were provided:**

**Program Project Description:** *(Provide a brief description of the project/programs your organization is providing with RFCY Grant funds. Activities must be consistent with the Service Plan attached as Exhibit A to the Grant Services Agreement)*

### **Task Accomplished and Success to Date:**

1. What task has your organization completed in whole or in part during this period? *(Task should be consistent with those identified in the Service Plan for the reporting period)*
2. Identify and discuss any challenges, issues or problems your organization faced during this period which might impact the program/project's ability to meet the intended outcomes identified in the Service Plan.
3. What lessons have you learned *from participants, staff and/or the community* during the course of the project?
4. What feedback have participants and/or members of the community provided regarding the program/project? *(e.g. quotes, e-mails/letters, summarized findings from surveys)*
5. Did your staff participate in any capacity-building opportunities during the reporting period? If so, please identify.

**Project Expenses to Date:** Attach a completed Invoice for any reimbursable costs incurred during this reporting period.

### EXHIBIT C

***The Grant Report Template May be Updated by the City of Richmond at Any Time***

***Complete the chart below. The chart should be completed using information from the Grant Service Agreement Exhibit A – 3 Outcomes Table. Add Lines if needed***

Program Component	Program Outcome	Indicator/ Measurement	Goal	1st Quarter		2nd Quarter		Grant End
				7/1	9/30	10/1	12/31	7/1 – 12/31
				Actuals at period end		Actuals at period end		Cumulative Actuals
<i>School Preparedness</i>	<i>Students return to class with adequate supplies</i>	<i># of backpacks distributed</i>	100	60		60		120
		<i># of volunteers</i>	20	5		3		8

**Project Expenses to Date:** Attach a completed Invoice for any reimbursable costs incurred during this reporting period.

**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:** Troy Porter **Title:** Recreation Supervisor

**Signed:** Troy Porter **Date:** 11/17/2025

**Business Entity:** CSD Recreation Dept.

EXHIBIT E  
INSURANCE REQUIREMENTS

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

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

In all instances where CONTRACTOR or its representatives will be conducting business and/or providing services to the City of Richmond (City), or will be awarded City of Richmond (City) funds to provide programs or services, the City requires the following MINIMUM insurance requirements and limits.

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

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

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

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

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

- Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:
1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
  2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
  3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
  4. Workers’ Compensation insurance as required by the State of California including Employer’s Liability (for CONTRACTOR’s with employees);
  5. Original and Separate Waiver of Subrogation for Workers’ Compensation Insurance.
  6. Fidelity Bond/Crime Coverage – in an amount stipulated by City depending upon scope of contract.

Required Coverage	Minimum Limits
Workers’ Compensation and Employers’ Liability	Statutory limits as required by the State of California including \$1 million Employers’ Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign “Contractor Release of Liability” located at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability <i>(primary and excess limits combined)</i>	<b>\$2,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate).</b>  Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors.  Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

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

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

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b>ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</b></p> <p>SAMPLE ENDORSEMENT can be found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor’s insurer will provide a Waiver of Subrogation in favor of the City for Workers’ Compensation Insurance providing coverage during the life of this contract.</p> <p>SAMPLE ENDORSEMENT can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Primary and Noncontributory	<p>The contractor’s insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the contractor shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

**Umbrella/Excess Liability Policies**

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

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

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

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

**Verification of Coverage**

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

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

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

**Continuous Coverage**

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

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

**Cancellation**

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

**Reporting Requirements**

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

**Consistent with Public Policy**

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