

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
P.R. No:	Vendor No:
P.O./Contract No:	
Description of Services:	
Amendment No. ____ modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____

Email: _____

Business License No: _____

/ Expiration Date: _____

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on _____, which **original** term commenced on _____ and terminates _____ with an **original** contract payment limit of \$ _____. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:

By _____

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

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

Title: _____

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By _____
City Clerk

By: _____

Title: _____

Approved as to form:

By _____
City Attorney

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

AMENDMENT PROVISIONS (PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$236,611.60. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract Amendment shall not exceed \$ _____ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

2. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Amendment No.

P.O./Contract No.

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

EXHIBIT A.1
SERVICE PLAN
(Amended 03-01-2022)

STATEMENT OF WORK

The [City of Richmond, Workforce Development Board], a member of the EASTBAY Works consortium (hereafter referred to as "the WDB"), adopts the following Statement of Work which reflects the activities to be performed by the Oakland Private Industry Council, Inc. on behalf of the WDB as a member of EASTBAY Works for the management of: the Eligible Training Providers List and the management of Individual Training Accounts, On-the-Job Training, and other training activities, and other EASTBAY Works activities as described below. The activities described below are subject to regulations and guidelines that are, from time to time, modified by the U.S. Department of Labor and the California Employment Development Department and this Statement of Work may need to be amended or changed consistent with such modifications.

1. MAINTENANCE OF THE ETPL THROUGH COMMON PROCUREMENT

The four Workforce Development Boards ("WDBs") of the EASTBAY Works collaborative agree to joint maintenance of the local application process and procedures for the State Eligible Training Provider List ("ETPL") in an effort to meet the needs of the local WDBs collectively and individually. The four WDBs of the EASTBAY Works collaborative have agreed to contract with Oakland PIC to effectuate the maintenance of the ETPL, and the parties hereby agree to comply with the following procurement procedures in order to maintain the EASTBAY Works application process and procedures for the ETPL:

- A. The Oakland PIC will be responsible for ensuring that information and access to ETPL information and application is available to all interested vendors by posting it on the EASTBAY Works web site and providing links to each participating One-Stop partner for broad distribution.
- B. The Oakland PIC will serve as the single point of contact for all ETPL applications. This will include, but not be limited to, answering all questions about the ETPL application process and receiving and tracking all ETPL applications.
- C. The Oakland PIC will provide technical assistance to providers as they complete the application process. When an ETPL application is complete, the Oakland PIC will submit all necessary data to the responsible State agency for adding the new training provider to the statewide ETPL.
- D. If an initial site visit is required of a new vendor an Oakland PIC staff member will carry out the site visit. Monitoring of vendors will be performed in accordance with federal, state and local laws, regulations, policies, and procedures.

2. INDIVIDUAL TRAINING ACCOUNT AND ON-THE-JOB TRAINING SYSTEM

The ETPL system provides all EASTBAY Works One-Stop customers with comprehensive information about training and educational opportunities. Under WIOA, however, only certain qualifying individuals will receive an Individual Training Account ("ITA") to pay for such training. Oakland PIC and the four WDBs of the EASTBAY Works collaborative have created an ITA system that meets the needs of the EASTBAY Works system as a whole as well as the needs of each of the WDBs. Additionally a system for On-the-Job ("OJT") contracting services to enable WDB Title I Workforce Innovation and Opportunity Act clients to participate in OJT activities has also been developed. OJT is understood to have the meaning set forth in the Workforce Innovation and Opportunity Act of 2014 (WIOA) and its regulations. Oakland PIC agrees to provide the ITA, OJT and/or other goods and services processing, contracting and payment services for the EASTBAY Works WDBs. To that end, the parties hereby agree to comply with the following procedures in order to utilize Oakland PIC as a contracting and payment agent and in order to maintain consistent policies for ITAs and OJTs in the EASTBAY Works collaborative region:

- A. The WDB will be solely responsible for all aspects of its WIOA Title I programs, including but not limited to participant certification, enrollment, and exiting; provision of case management services; and authority to issue an ITA/OJT. The Oakland PIC will not be responsible or liable in any way whatsoever for any decisions or actions made by the Richmond WDB in regard to such WIOA Title I activities, including but not limited to legal or financial liability.
- B. The WDB will establish internal policies and procedures for matters related to ITAs/OJTs within its direct purview and control. These policies and procedures may include, but are not limited to, establishing the maximum amount of money the WDB will authorize for an ITA/OJT, and the process by which decisions are made regarding which WIOA participant may receive an ITA/OJT.
- C. The WDB will provide the Oakland PIC with its current ITA/OJT-related policies and procedures to enable the Oakland PIC to administer the WDB's ITA/OJT funding in accordance with such policies. The WDB agrees that the Oakland PIC may rely on such policies and procedures in providing services under this agreement. The WDB agrees to hold harmless and indemnify the Oakland PIC against any damages that may arise from the Oakland PIC's reliance on such policies and procedures.

The Oakland PIC will maintain such current ITA/OJT-related policies and procedures as will enable it to administer the ITA/OJT system set forth in this agreement. The Oakland PIC agrees to hold harmless and indemnify the WDB against any damages that may arise from the Oakland PIC's use or failure to use those policies and procedures.

- D. The WDB agrees to follow policies and processing procedures as listed in the "Counselor's Workflow Handbook", a copy of which is incorporated by reference. To the extent that additional or different procedures need to be established, Oakland PIC and the WDB will work together to establish procedures that work best for both the Oakland PIC and all four WDBs of the EASTBAY *Works* Collaborative.
- E. The Oakland PIC will provide the following services with regard to payment of approved training providers under this contract:
 - 1) Establish and maintain a bank account for the WDB that shall hold funds specifically for payment to approved training providers for WDB-referred clients according to the guidelines for payment set forth below.
 - 2) The Oakland PIC will ensure earned interest on that account is credited monthly to that account.
 - 3) Draw down from impound account and invoice the WDB for ITA funds expended for WDB-referred client training. The Oakland PIC shall keep copies of invoices with attached copies of approved training provider invoices for ITA services provided to WDB-referred clients and shall make those copies available upon reasonably noticed request by WDB.
 - 4) Make reasonable and necessary payments to approved training providers or employers for actual allowable costs from impound account, based on invoices received by the Oakland PIC from approved providers and which have been authorized by the WDB on behalf of the WDB's client. For purposes of payment to an approved provider, Oakland PIC shall accept from the WDB's designated operator, the signatures of the referring counselor and the management level individual authorized to approve ITAs and OJTs for the WDB. If both signatures are present, Oakland PIC shall assume that particular training has been approved and shall process it for payment without responsibility for the propriety of the approval.
 - 5) Return to the WDB the balance of the bank account not more than thirty (30) days following contract termination unless the WDB has failed to provide Oakland PIC with necessary information to process the close-out pursuant to the agreement, in which case, Oakland PIC shall return the balance not more than forty-five (45) days from receipt of such necessary information, if any. The WDB may request that the account remain active if an extension or renewal of this contract is anticipated.

Only when all procedures as outlined in the Counselor's Workflow Handbook have been satisfied will the Oakland PIC withdraw the previously obligated funds from the training account and pay the eligible training provider/employer on behalf of the WDB. After final payment is made Oakland PIC will enter as "paid" and the total dollar amount paid in the "Grant Checkbook".

- F. The WDB understands that when a Career Counselor faxes or emails the Oakland PIC an ITA/OJT Payment Authorization Form that has been approved by the One-Stop manager, the WDB is officially directing the Oakland PIC to pay the Purchase Order that had previously been authorized by the WDB with the funds that had been previously obligated and deposited in the training account. The WDB agrees to hold harmless and indemnify the Oakland PIC against any damages that may arise from the Oakland PIC's reliance on the WDB's delivery of the properly signed ITA/OJT request form, by fax, email or otherwise, to the Oakland PIC.

The Oakland PIC agrees to hold harmless and indemnify the WDB against any damages that may arise from the Oakland PIC's negligence in administering its responsibilities under this agreement.

- G. Modifications and Cancellations will be processed pursuant to the procedures listed in the "Counselor's Workflow Handbook" and all refunds/payments shall be made according to the pro-rata payment policy obtained from the approved vendor.
- H. Richmond WDB's Obligations: The WDB shall pay the Oakland PIC for services under the agreement as set forth in the Payment Provisions. In addition, the WDB shall:
- 1) Authorize the Oakland PIC to contract with and make payments to approved training providers on behalf of the WDB.
 - 2) Ensure that the WDB refers clients for ITA training activities.
 - 3) Ensure that WDB agrees to and adheres to the Oakland PIC's procedures for processing ITAs/OJTs as outlined in the "Counselor's Workflow Handbook" provided by the Oakland PIC and incorporated by reference into this contract. If any WDB policies or procedures for ITA/OJT contracting or processing are different from the Oakland PIC's, the WDB is responsible for carrying out those policies and procedures. In any event, the WDB ensures that the WDB's policies and procedures do not conflict with the Oakland PIC's.
 - 4) Ensure that the WDB inputs client data into relevant WDB information and case management systems, into the Virtual One Stop Computerized Database (CalJOBS/VOS) system, and the Checkbook system utilized by the Oakland PIC and the WDB in processing ITA/OJT requests.

3. GOODS AND SERVICES

In addition to Individual Training Account (ITA) purchase orders, ETPL systems operations and On-the-Job Training (OJT) contracts; this contract authorizes the Oakland Private Industry Council, Inc. (Oakland PIC), to purchase goods and services, as directed, on behalf of the EASTBAY Works Workforce Development Boards (WDB).

FUNDING THE MAINTENANCE OF AN APPROVED PROVIDER LIST

Each of the EASTBAY Works Workforce Development Boards (WDB) promises to take such steps as are necessary to secure funding to maintain this system and process within the context of the EASTBAY Works One-Stop system. Each party to this agreement agrees to cooperate fully with the other to ensure that all necessary funding is secured in a timely manner.

1. CONTRACTING AGENCY SERVICES

In order to implement the ITA, OJT, and/or other goods and services contracting system described above, the Oakland PIC agrees to provide the following contracting agency services to the WDB:

- A. Bank Account: Oakland PIC will open/maintain a bank account that will be used solely for said (ITA, OJT, and/or other goods and services) contracting agency purposes.

- B. Minimum Balance: The WDB will deposit the total amount of training funds, \$236,611.60 into the training account and will maintain \$10,000.00 as a minimum balance throughout the contract period. This amount will be applied against any outstanding amounts due the Oakland PIC at the termination of the contract, if any. The balance will be returned to the WDB within 45 days following the close of the contract.

If the WDB has expended all funds it has budgeted for the program year for ITA, OJT, and/or other goods and services, and needs to apply its minimum balance towards funding additional ITAs, OJTs, and/or other goods and services, the WDB must provide the Oakland PIC with at least 15 days' notice before the WDB authorizes expenditures that would draw down against the minimum balance. The WDB understands that the Oakland PIC is unable to apply its own funds towards any of the WDB's obligations.

- C. Monthly Report: The Oakland PIC will provide the WDB with a monthly report that summarizes the ITA, OJT and/or other goods and services account status. The report will include, at a minimum, the following information: the total amount to date the WDB has deposited in the training account, the month end balance, the cumulative expenditures to date, and total monthly disbursement.

2. ADMINISTRATIVE COSTS OF SERVICE ACTIVITIES (AMENDED 03-01-2022)

In consideration for providing administration services for the training system described in this agreement, and for the contracting agency services described in Section 1., the WDB agrees to pay Oakland PIC a total amount of no more than \$23,661.16 as administrative costs of providing the services described, based on a maximum of \$236,611.60 worth of ITAs, OJTs and/or other goods and services that are processed. Should the WDB wish to add more funds to its account with Oakland PIC and have Oakland PIC process additional ITAs, OJTs and/or other goods and services, the Oakland PIC shall receive an additional increase in administrative cost reimbursement in proportion to the funds in excess of the original contract limit for all additional 10%.

The administrative costs will be payable to Oakland PIC upon receipt of a monthly invoice detailing costs.

SPECIAL CONDITIONS

1. TERM: This amended agreement will commence upon (March 3, 2022) and terminate as of the close of business on (June 30, 2022), unless earlier terminated in accordance with the terms contained herein. The agreement may be renewed upon mutual written agreement of the parties.
2. MODIFICATION: This agreement may be modified or terminated prior to its completion date by agreement of the parties as indicated by a mutually signed document. Either party may unilaterally terminate this agreement so long as the terminating party provides notification 30 days in advance in writing of the effective termination date, the reason for termination of the agreement, and procedures to be used for concluding all activities relating to the agreement. The Oakland PIC will not be liable for any new obligations incurred by the WDB after Oakland PIC has received such notice of termination.
3. COMPLIANCE WITH LAW: Each party agrees to comply with and abide by all of the following laws and regulations which are incorporated by reference herein as if fully set forth: Public Law 113-128; 20 CFR Part 645; 29 CFR Part 97 (including but not limited to Part 97.36 (1-13)); OMB Circular Numbers A133, A21, A87, A122 (as applicable). Additionally, the parties agree to comply with all of the terms and conditions set forth in this agreement; any and all attachments to this agreement which are made a part hereof; and all applicable documents incorporated by reference.
4. PARTIES TO THE AGREEMENT: Neither the Federal Government represented by the U.S. Department of Labor nor the State of California is a party to this agreement, and no legal liability on the part of any of them is implied under the terms contained herein. Any liabilities or disputes as may arise under this agreement are between the WDB and the Oakland PIC and shall be resolved informally, if possible, or if not possible, under the applicable laws of the State of California.
5. INDEMNIFICATION: The WDB will indemnify, defend and hold harmless the Oakland PIC, Inc., its officers, agents and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations of or services provided by the WDB resulting from the conduct, negligent or otherwise in whole or in part, of the WDB, its agents, representatives, or employees to the extent permitted by law.

The Oakland PIC will indemnify, defend and hold harmless the WDB, its officers, agents and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations of or services provided by the Oakland PIC resulting from the conduct, negligent or otherwise in whole or in part, of the Oakland PIC its agents, representatives, or employees to the extent permitted by law.

6. RECORD RETENTION: Each party will comply with 29 CFR Part 97, Section 97.42, and WIOA Section 185(a) with regard to retention and access requirements for records. The parties are required to keep all relevant WIOA (and its predecessor WIA) records for a minimum of 4 years. In the event that any litigation occurs within the 4 year period, each party promises that relevant records will be retained beyond the 4 year period, and until such time as the litigation, claim or audit has been resolved

Each party agrees to maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles.

Each party agrees to maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, client files, participant records, or other service related documentation.

Each party agrees to maintain on a current basis complete records pertaining to its organizational structure and activities, including but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by the EASTBAY *Works* WDBs or the State or the federal or the Oakland PIC or the applicable funding source.

Each party will cooperate with the other in the preparation of, and will furnish any and all information required for, reports prepared by either party relating to the subject matter of this agreement or as may be required by the rules, regulations or requirements of any and all EASTBAY *Works* WDB or other governmental entity, or the Oakland PIC or applicable funding source. The requesting party will specify in detail the cooperation required.

Each party reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. GRIEVANCES: WIOA participant grievances or employee grievances arising under the either party's WIOA programs will be limited to the interpretation and application of relevant Federal, State, and local laws, regulations, policies and procedures. Such grievances will not include interpretation of the contents of this agreement. Resolution of these types of grievances will be in accordance with policy established by the relevant party and will not involve the other party in the proceedings.
8. INSURANCE: During the term of the agreement and any extension thereof, each party will keep in effect its self-insured or other insurance policies as are required by law; and provide coverage that may be required by the performance of the agreement in the following minimum requirements:
- A. Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of fifty thousand dollars (\$50,000), for injury or disease resulting from an individual's participation in any activity hereunder;
 - B. General Liability Coverage in the amount of 2 million dollars (\$2,000,000) including but not necessarily limited, to, the following:
 - 1) Coverage for any loss including fire and theft of any and all non-expendable items;
 - 2) Accident coverage on an "occurrence" basis;
 - 3) Coverage of both personal injury and bodily injury; and

- 4) The Oakland PIC, its officers, employees and agents named as additional insured under the policy; and provide that no other insurance effected by Oakland PIC will be called upon to contribute to a loss hereunder.

C. Auto Liability Coverage in the amount of \$1,000,000 to provide for coverage of owned and non-owned vehicles used in connection with the performance of the Contract.

9. AVAILABILITY OF FUNDING: All funding that may be committed under this agreement is contingent upon the availability of federal funds and continued federal authorization for program activities. This agreement is subject to modification or termination due to actions taken by the federal government that result in a frustration of agreement purpose. Further, the parties agree to accept, and add to this agreement, any conditions imposed by the U.S. Department of Labor or relevant state agency.
10. FRAUDULENT USE OF FEDERAL FUNDS: The WDB will advise the Oakland PIC directly and immediately of any apparent improper or fraudulent use of WIOA funds which comes to its attention; or of any apparent supplying of misinformation to the Oakland PIC or its representatives, per WIOA regulations and per WIOA Section 185(b), 20 CFR 683.430 and 683.620, and TEGL 2-12, which require that all instances of fraud, waste and abuse and criminal activity be reported to OIG and to State of California Compliance Review Division.
11. DRUG FREE WORKPLACE: Each party, by signing this agreement, agrees to comply with the Drug Free Workplace Act of 1988.
12. CONFIDENTIALITY OF FILES: Each party will maintain the confidentiality and security of all participant files and no information may be divulged to any outside party without the express written permission of the WIOA participant except, as necessary for purposes of performance or evaluation to persons having authorized responsibility and to the extent necessary for proper administration.
13. WORKPLACE SAFETY: Each party assures that it is in compliance with all applicable federal, state, and local laws governing work place health and safety conditions, payment of wages, collective bargaining, labor relations, and any other regulations affecting personnel which are mandated by law or legal agreement.
14. COPYRIGHTS: Each party will comply with applicable federal and state laws pertaining to copyrights which states in its entirety: "The Federal awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or contractor purchases ownership with grant support."
15. UNLIMITED RIGHTS IN DATA: Each party understands that the Department of Labor shall have unlimited rights to any data first produced or delivered under this agreement.
16. CONFLICT OF INTEREST: Each party and the members of its governing board, and persons under its employ shall avoid any actual or potential conflicts of interest or circumstances of nepotism
17. DEBARMENT: Each party to this agreement certifies that: Neither it nor its principals or employees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this agreement. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to Oakland PIC if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective recipient of Federal assistance funds agrees should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation.

18. ACCOUNTING SYSTEM: The Oakland PIC will maintain an accounting system, which is in accordance with generally, accepted accounting practices and is in accordance with the Financial Management Systems described in applicable U. S. Department of Labor, Office of Management of Budget Circulars.
19. FINANCIAL MANAGEMENT AND AUDIT: The Oakland PIC will comply with all financial management and fiscal procedures prescribed by WIOA legislation, the Department of Labor, and the State of California, and the Oakland PIC, including audit and contract close-out procedures, and reimbursement of costs.

The records kept by the Oakland PIC that relate to this agreement will be accessible to the WDB and to the local responsible governmental agency for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate the Oakland PIC's performance of its obligations set forth in this agreement. The WDB and the local responsible governmental agency will be entitled to access onto the Oakland PIC's premises to observe operations, inspect records or otherwise evaluate performance provided that at least 15 days notice of request for access is provided in writing to the Oakland PIC. The WDB or the local responsible governmental agency will conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of the Oakland PIC's work.

Separate and apart from the audit and inspection provisions set forth in this agreement, each party's records will be subject to audits as required by Federal or State agencies or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, or audits otherwise authorized by Federal or State law.

20. AUTHORITY: Each party has the full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party has been properly authorized and empowered to do so.
21. SEVERABILITY: If any term, covenant, or condition of the agreement is held by a court of competent jurisdiction to be valid, void, or unenforceable, the rest of the agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, unless such enforcement will frustrate the purpose of this agreement.
22. LOBBYING: Contractor will comply as applicable with all provisions of state and federal lobbying laws and regulations pursuant to Section 1352, Title 31 of the U.S. Code, and 34 CFR Part 82.
23. AUDIT REQUIREMENTS: Contractor will comply as applicable with federal and state audit requirements as contained in OMB Circular A-133, WIOA section 184, Title 20 CFR Section 683.210, Title 29 CFR Part 95 or 97 (as applicable), Title 31 USC Chapter 75 and with the California Nonprofit Integrity Act of 2004, Section 12586.
24. ENTIRE AGREEMENT: This agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between and among them on the same subject matter.

Amendment No. _____

P.O./Contract No. _____

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- ☐ Term Amendment (insert new termination date): _____
- ☐ Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- ☐ Term Amendment (insert new termination date): _____
- ☐ Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- ☐ Term Amendment (insert new termination date): _____
- ☐ Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- ☐ Term Amendment (insert new termination date): _____
- ☐ Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- ☐ Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- ☐ Term Amendment (insert new termination date): _____
- ☐ Service Plan



OAKLPRI-01

JHERNANDEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

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 License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711		CONTACT NAME: Raquel Nunez PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: raquel.nunez@hubinternational.com		
INSURED Oakland Private Industry Council 268 Grand Avenue Oakland, CA 94610		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Indemnity Insurance Company		18058
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK2245567	3/16/2021	3/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2245567	3/16/2021	3/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB758885	3/16/2021	3/16/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers		PHSD1613845	3/16/2021	3/16/2022	
A	Crime		PHPK2245567	3/16/2021	3/16/2022	Ded. \$1,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Richmond, its officials, officers, agents, and employees shall be named as additional insured (s) as respects to the General Liability
Endorsement Attached: CG2026 0413

CERTIFICATE HOLDER

CANCELLATION

City of Richmond Employment
Program Manager City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Richmond Employment, it
Council members, Directors, Officers,
Agents, Employees and Volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 Section III – 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.