

ALAMEDA COUNTY
**HEALTH CARE SERVICES
AGENCY**
ALEX BRISCOE, Director



Center for Healthy Schools and Communities
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
Tel: (510) 618-3452
Fax: (510) 351-1367

March 6, 2015

Garrett Contreras
Fire Chief
Hayward Fire Department
City of Hayward
777 B Street, 4th Floor
Hayward, CA 94541

Dear Chief Contreras,

We are pleased to inform you that the County of Alameda has approved the Capital Award Agreement with your organization in the amount of \$1,200,000 beginning July 1, 2014 to June 30, 2015. Enclosed is your copy of the fully executed Agreement with the County of Alameda.

You may start submitting invoices AND required reports and documentations according to the terms, conditions, procedures and reporting schedule outlined in Exhibit B (Payment Terms) and Exhibit A (Definition of Services) of the Agreement. To ensure prompt payment of your invoices, please include the following information on all invoices submitted with this Agreement:

- **PO Number: 6458**
- Invoice Date
- Invoice Number
- Service Period
- Actual Expenditures (according to approved budget in Exhibit B) & Invoice Total Amount
- Required reports and/or documentation

As a reminder, please submit all invoices with required reports and/or documentation to:

KRISTEL ACACIO
ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
1000 SAN LEANDRO BLVD., SUITE 300
SAN LEANDRO, CA 94577

Please feel free to contact me at (510) 667-7995 or Cristina.pena@acgov.org if you have any questions

Sincerely,

Cristina Peña
Contracts Coordinator, Center for Healthy Schools and Communities
Agency Administration

Enclosures

Contract No. _____

**COUNTY OF ALAMEDA
CAPITAL AWARD AGREEMENT**

This Capital Award Agreement (“Agreement”), dated as of July 1, 2014, is by and between the County of Alameda, hereinafter referred to as the “County”, and the City of Hayward, hereinafter referred to as the “Recipient” or “City.”

WITNESSETH

Whereas, County desires to support the construction of a Fire Station Health Portal (“Health Portal” or “project”) located at 28270 Huntwood Avenue, Fire Station 7 in the City; and

Whereas, the City is undertaking the construction of a new fire station in the South Hayward Community, known as the Tennyson Corridor; and

Now, therefore it is agreed that County does hereby award to Recipient a one-time grant, and the Recipient accepts such grant on the General Terms and Conditions hereinafter specified in this Agreement and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Special Terms and Conditions
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from July 1, 2014 through June 30, 2015

The grant payable to Recipient hereunder shall not exceed *One Million Two-Hundred Thousand US Dollars (\$1,200,000.00)* for the term of this Agreement.


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

COUNTY OF ALAMEDA

CITY OF HAYWARD

By:  _____
Signature

By:  _____
Signature

Name: Alex Briscoe
~~Keith Carson~~
(Printed)
Director, Health Care Services Agency
Title: ~~President of the Board of Supervisors~~

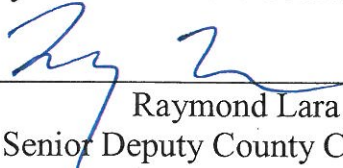
Name: Fran David
Title: City Manager


Date: 2/23/2015

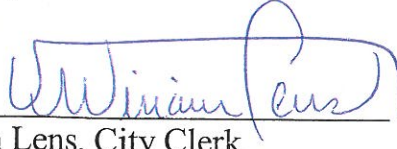
Date: 1/26/2015

Approved as to Form: DONNA ZIEGLER,
County Counsel for the County of Alameda

Approved as to Form:

By:  _____
Raymond Lara
Senior Deputy County Counsel

By:  _____
Michael Lawson, Hayward City
Attorney

Attest:  _____
Miriam Lens, City Clerk

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

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GENERAL TERMS AND CONDITIONS

1. **RECIPIENT AND COUNTY RELATIONSHIP:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Recipient is an independent entity. Recipient is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Recipient nor for any obligations or liabilities incurred by Recipient. Similarly, the County is not the agent or employee of the City in any capacity whatsoever, and City shall not be liable for any acts or omissions by the County including the Health Care Services Agency, nor for any obligations or liabilities incurred by County in the operation and management of the Health Portal. The City shall not be liable to the County, including the Health Care Services Agency, or any of its employees or agents for any employment, employment related benefits, or retirement benefits due to the operation of the Health Portal.

Recipient or its employees or contractors shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Recipient shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Recipient's failure to pay such amounts.

In carrying out the project contemplated herein, Recipient shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent Recipients and shall not be treated or considered in any way as officers, agents and/or employees of County.

Recipient does, by this Agreement, agree to carry out said project and functions at all times in strict accordance with currently approved methods and practices in the relevant field and that the sole interest of County is to insure that said project shall be completed in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

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Notwithstanding the foregoing, if the County determines that pursuant to state and federal law any of Recipient's employees or contractors is an employee for purposes of income tax withholding, County may upon two weeks' notice to Recipient, withhold from payments to Recipient hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Recipient shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee, and except to the extent that the claim, losses, damages, liabilities, and expenses, including but not limited to attorneys' fees, arise out of the Operation and/or management of the Health Portal or the actions of the Health Care Services Agency. The County may participate in the defense of any such claim without relieving Recipient of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Recipient or any employee, agent, or subcontractor of Recipient providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Recipient shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Recipient or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

To the fullest extent permitted by law, County shall hold harmless, defend and indemnify the City of Hayward, its Council Members, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, including the operation and/or management of a Health Portal, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or

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- municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The City may participate in the defense of any such claim without relieving County of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to the City, including defense costs, and shall not be limited by any insurance limits.
3. **INSURANCE AND BOND:** Recipient shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Recipient's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Recipient's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Recipient's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
 4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Recipient shall pay to persons performing labor in and about work provided for in the project not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
 5. **WORKERS' COMPENSATION:** Recipient and its contractors and subcontractors shall provide Workers' Compensation insurance, as applicable, at their own cost and expense and further, neither the Recipient nor its contractors/subcontractors nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

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6. CONFORMITY WITH LAW AND SAFETY:

- a. In performing services under this Agreement, Recipient shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Recipient shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Recipient's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with Recipient's performance of this Agreement, Recipient shall immediately notify the Alameda County Risk Manager's Office by telephone. Recipient shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Recipient's sub-Recipient, if any; (3) name and address of Recipient's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Recipient further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Recipient agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Recipient certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

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- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Recipient as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Recipient shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Recipient.
11. OWNERSHIP OF DOCUMENTS: The extent the items described below relate to the Health Portal, Recipient hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Recipient, the Recipient's sub-contractors or third parties at the request of the Recipient (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Recipient also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Recipient's Information System, respecting in any way the subject matter of this Agreement. Nothing in this section or agreement is meant to waive any privilege, such as the attorney-client privilege, in relation to any Document or Material.

Recipient shall be permitted to retain and use copies, including reproducible copies and computerized copies, of said Documents and Materials. Recipient agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Recipient hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Recipient's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Recipient's contracts with other contractors entered on or after the date of execution of this Agreement, Recipient shall expressly obligate its Sub-contractors to grant the County the aforesaid assignment and license rights as to that

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Recipient's Documents and Materials. Recipient agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Recipient to obtain such rights from its Recipients and/or Sub-Recipients.

Recipient shall pay all reasonable royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Recipient and incorporated into the work as set forth in Exhibit "A", assigned from the Recipient to County, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such assignment. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Recipient covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Recipient represents to and agrees with the County that Recipient has no present, and will maintain no future, conflict of interest regarding the Health Portal hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Recipient agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person to the extent allowed by law. The Recipient agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

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Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
Health Care Services Agency
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577
Attn:

To Recipient: City of Hayward
777 "B" Street, 4th Floor
Hayward, CA 94541-5007
Attn: City Manager

Copy to: Hayward Fire Department
777 "B" Street, 4th Floor
Hayward, CA 94541-5007
Attn: Chief Contreras

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Recipient shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

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15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Recipient assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- a. Recipient shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Recipient shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Recipient shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Recipient shall recruit vigorously and encourage minority - and women-owned businesses to bid its contracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Recipient shall include the provisions set forth in paragraphs A through D (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Recipient and its employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Recipient nor Recipient's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If any employee of Recipient is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Recipient within five days thereafter shall notify the head of the County

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- department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** All business records and documents related to Recipient concerning the Health Portal shall be made available to the County within 20 working days of County's request for inspection and audit.
 18. **DOCUMENTS AND MATERIALS:** Recipient shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Recipient's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Recipient shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Recipient under this Agreement.
 19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
 20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the grant for a material breach at any time. In the event that the County should abandon, terminate or suspend the grant, any amount payable to Recipient for the Health Portal shall not exceed the amount of the grant, which is one million two hundred thousand US dollars (\$1,200,000.00). If the Health Portal cannot be completed for any reason whatsoever, then Recipient shall reimburse the full amount paid by the County under this Agreement, less the amount already incurred for the design, planning, construction, or the amount reasonably required to alter the structure to eliminate the cancelled Health Portal("Expenditures"). This provision shall survive the termination of this Agreement.
 21. [INTENTIONALLY OMITTED]
 22. [INTENTIONALLY OMITTED]
 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

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waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Recipient relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Recipient shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance or as outlined below.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Recipient may not be adequately performing its obligations under this Agreement or that it may fail to complete the project as required by this Agreement, County may request from Recipient prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in project's completion. Recipient shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Recipient acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Recipient shall not subcontract, assign or delegate any portion of this Agreement, the grant, or any duties or obligations hereunder without the County's prior written approval, which will not be unreasonably denied.

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- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void. Nothing in this Agreement is intended or shall be construed as a third party beneficiary agreement, nor shall this Agreement confer, convey or be deemed to accord any rights to any third party.
 - b. Recipient shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Recipient shall verify subcontractor's compliance.
 - c. Recipient shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Recipient and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
 32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
 33. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
 34. RIGHT TO REMEDY: The City shall have thirty (30) days from receipt of written notice from the County, as provided herein, to correct any breach or cause for termination identified in this Agreement, inclusive of all attachments. Any breach or cause for termination that is not capable of being remedied within thirty days shall be deemed corrected and waived if the City commences its remediation within thirty days and diligently pursues said remediation to resolution.

[END OF GENERAL TERMS AND CONDITIONS]

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EXHIBIT A
Special Terms and Conditions

RECIPIENT: City of Hayward
AGREEMENT PERIOD: July 1, 2014 through June 30, 2015
GRANT AMOUNT: \$1,200,000.00

1. Grant Award & Conditions

- a) Pursuant to this Agreement, the County awards a capital funding grant in the amount of one million two hundred thousand dollars (\$1,200,000.00) to Recipient. The funds shall be disbursed in one lump sum payment to the Recipient on or before August 30, 2014. These funds must not be used for any purpose(s) other than those described in this Agreement. Use of the grant funds for any purpose other than the construction of the Health Portal shall be a material breach and result in the entire grant amount becoming due and payable to the County immediately.
- b) Recipient accepts this grant subject to the conditions set forth herein and in consideration of the County's regulations and requirements.
- c) The entire grant proceeds are for the exclusive use by Recipient to construct a Health Portal at 28270 Huntwood Avenue, Fire Station 7 in the City of Hayward as identified in the Fire Station No. 7 and Firehouse Clinic Construction, Project No. 07465.
- d) The Health Portal shall be a site for providing health care services to vulnerable populations within Alameda County. Recipient shall maintain the health care services use of the Health Portal site for a minimum of fifteen (15) years from the first day of the Health Portal's operation. The first day of the Health Portal's operation shall be the day that the City of Hayward issues a Certificate of Occupancy for the project.
- e) Under the terms of this Agreement, the City agrees to reimburse the County \$80,000.00 for every full year during the minimum period specified in subparagraph d) that the site designated as the Health Portal is not used as such under the provisions of this Agreement, including the provisions of subparagraph d) above and this subparagraph e), to the extent that the failure to use the site for a Health Portal during the minimum period specified in subparagraph d) was due solely to a City election to deny said use and to the extent that the Health Portal is rendered totally useless for the intended purpose for the full calendar year. If the County loses funding or elects to discontinue the designate use of the Health Portal for any reason, the City shall have no further obligations under this provision or the remainder of this Agreement. This provision shall not apply to partial closure periods (less than a year) which may be necessary during the minimum term. The City agrees to allow the County, through its Health Care Services Agency (HCSA), to manage the Health Portal for no less than 15 years from the first day of the Health Portal's operation as described

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above in paragraph d). As the manager of the Health Portal, the County shall have the right to designate the health care provider(s) at the Health Portal, subject to City approval which will not be unreasonably withheld, and the type of health care services to be provided. This subparagraph e) shall survive the termination/term of this Agreement.

- f) The City agrees to reimburse the total amount of the grant less any Expenditures if any of the following occurs and is not remedied: the Health Portal is not completed due to an action or decision of the City; the property on which the Health Portal is constructed is mortgaged or otherwise used as collateral without the permission of the County during the 15 year period that the property is to include the Health Portal; or the property is sold or transferred to another party during the 15 year period that the property is to include the Health Portal. This subparagraph f) shall survive the termination/term of this Agreement to the extent it is applicable.
- g) A grant award is not a gift, but instead is to be used for the public purpose of providing comprehensive health care to vulnerable populations within the County of Alameda.
- h) In awarding this grant, the County in no way obligates itself to award future grants/loans to Recipient. If the project that is subject to this Agreement becomes unfeasible, the Recipient shall refund the total unspent grant amount as described in General Terms and Conditions Number 20, to the County immediately.

2. Recipient's Obligations

Under this Agreement, Recipient agrees to:

- a) Develop and design the Health Portal to meet all applicable and the most current codes, laws, regulations, and professional standards. Recipient agrees to provide the County through its HCSA with copies of all necessary development zoning and building permits for work to be done or a signed statement from a licensed insured contractor that no such permits are necessary for completion of the work.
- b) Provide County and HCSA with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation and its incorporation into the project, including but not limited to, all requirements imposed by the Office of Statewide Health Planning & Development (OSHPD), Division of State Architect, Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including but not limited to Title 24).
- c) Provide County and HCSA with a written Monthly Progress Update. The Monthly Progress Update shall cover the percent complete for each phase of the work. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in

Contract No. _____

performing the Services and subsequent changes to the timeline (whether by Contractor, County or any third party) of which Contractor becomes aware. Recipient also agrees to provide proof of completion of the work no later than 30 days after its completion in the form of a copy of the final building inspection showing all necessary approvals from a government agency jurisdiction in which the Health Portal is located.

- d) Attend meetings with the County Board of Supervisors and HCSA as requested. Recipient shall receive 10-days' notice prior to the meeting.
- e) Allow HCSA to enter into agreements with its chosen provider(s) to provide health care services at the Health Portal. The County including HCSA shall ensure that all providers of health care services at the Health Portal shall comply with the requirements of this Agreement, the City's insurance requirements, and the City's reasonable use and operation procedures and requirements. The County, including HCSA, will include the City in any agreement concerning the use of the Health Portal and the City will be involved in the negotiation and drafting of the same.
- f) Monthly Progress Report schedule: 10th day of each month

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract No. _____

EXHIBIT B
Payment Terms

I. Budget Related (July 1, 2014- June 30, 2015)

Budget Item	Maximum Amount
Construction of the Health Portal	\$1,200,000
Not To Exceed Amount	\$1,200,000

II. Terms and Conditions of Payment

A. Reimbursement

1. The total amount of reimbursement under the terms of this Agreement shall not exceed one million two hundred thousand dollars **\$1,200,000.00**. All funds shall be used solely for the actual construction of the facilities described herein. No funds are to be used for administrative costs for the project. Funds may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the County.
2. Recipient shall supply to the HCSA for review such invoices and/ supporting documentation as requested by the Alameda County Health Care Services Agency that document current progress on deliverables during the term of this Agreement.
3. County shall use its best efforts to provide the grant funds on or before August 30, 2014.

B. Invoicing Procedures

Recipient shall invoice the County. Invoice, with an original signature, contract and PO numbers, should be sent to:

Alameda County Health Care Service Agency
ATTN: Kristel Acacio
1000 San Leandro Blvd., Suite 300
San Leandro, CA 94577

ADDITIONAL INSURED

***LEXINGTON – Public Entity Property Insurance Program (PEPIP) Form No. 10
July 01, 2014 – July 01, 2015
Policy No. 017471589/01***

IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER SHOWN ON THE ATTACHED CERTIFICATE OF INSURANCE IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE INTEREST SHOWN ON THE CERTIFICATE.

**ALLIANT PROPERTY INSURANCE PROGRAM
LEXINGTON INSURANCE COMPANY \$2.5M PRIMARY LAYER
JULY 1, 2014 TO JULY 1, 2015
SCHEDULE OF INSURERS (BOUND)**



Company	A.M. Best's I.D. #	A.M. Best's Guide Rating (VERIFIED JUNE 2014)	Standard and Poor's Financial Strength (VERIFIED JUNE 2014)
ACE – Illinois Union Insurance Company	003510	A++, Superior; Financial Size Category 15; Greater than \$2,000,000,000 or greater	AA- Very Strong
ACE European Group Limited	86485	A++, Superior; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000	AA- Very Strong
Arch Specialty Insurance Company	012523	A+, Superior; Financial Size Category 11; \$250,000,000 to \$500,000,000	A+ Strong
Axis Specialty Europe Ltd.	83007	A+, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Axis Surplus Insurance Company	012515	A+, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Empire Indemnity Insurance Co.	002148	A+, Superior; Financial Size Category 15; Greater than \$2,000,000,000	AA- Very Strong
Endurance Worldwide Insurance Ltd.	083234	A, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	A Strong
Essex Insurance Company	002732	A, Excellent; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000	A Strong
Everest Indemnity	12096	A+, Superior; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Hartford Steam Boiler Inspec & Insurance	00465	A++, Superior; Financial Size Category 10; \$500,000,000 to \$750,000,000	A Strong
Homeland Insurance Co. of New York	010604	A, Excellent; Financial Size Category 11; \$750,000,000 to \$1,000,000,000	A- Strong
Hudson Specialty	12631	A, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	A- Strong
Ironshore Indemnity, Inc (AZ only)	013747	A, Excellent; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000	Not Rated
Ironshore Specialty Insurance Co. (Excluding AZ)	013866	A, Excellent; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000	Not Rated
Lancashire Insurance Company (UK) Ltd.	078390	A, Excellent; Financial Size Category 13; \$1,250,000,000 to \$1,500,000,000	Not Rated
Lexington Insurance Company	002350	A, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Lloyd's of London	085202	A, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Maxum Indemnity Company	012563	A-, Excellent; Financial Size Category 8; \$100,000,000 to \$250,000,000	Not Rated
Mitsui Sumitomo Insurance Co. of America	004377	A+, Superior; Financial Size Category 15; Greater than \$2,000,000,000	Not Rated
PartnerRe Insurance Company of New York	003025	A+, Superior; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Princeton E&S Lines Insurance Co.	012170	A+, Superior; Financial Size Category 15; Greater than \$2,000,000,000	AA- Very Strong
QBE Specialty Insurance Company	012562	A, Excellent; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000	A+ Strong
RSUI Indemnity Company	12603	A+, Superior; Financial Size Category 14; \$1,500,000,000 to \$2,000,000,000	Not Rated
Scottsdale Surplus Lines Insurance Company	012121	A+, Superior; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Swiss Reinsurance America Corporation	003263	A+, Superior; Financial Size Category 15; \$1,500,000,000 to \$2,000,000,000	AA- Very Strong
Travelers Property Casualty Co. of America	025674	A+, Superior; Financial Size Category 15; Greater than \$2,000,000,000	AA Very Strong
XL Insurance America, Inc.	002423	A, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	A+ Strong
Zurich	002563	A, Excellent; Financial Size Category 15; Greater than \$2,000,000,000	AA- Very Strong

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12/01/14

PRODUCER
 Exclusive Risk Management Authority
 of California
 400 OceanGate, 8th Floor
 Long Beach, CA. 90802

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
 City of Hayward
 777 "B" Street
 Hayward, CA 94541

COMPANY LETTER **A** Exclusive Risk Management Authority of California
 COMPANY LETTER **B**
 COMPANY LETTER **C**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY #	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	EXCESS MUNICIPAL LIABILITY Memorandum of Coverage GENERAL LIABILITY	HAY-0014-17	07/01/14	06/30/17	IN EXCESS OF A SELF INSURED RETENTION OF: \$ 250,000
	<input checked="" type="checkbox"/> PREMISES / OPERATIONS				BI, PD, WRONGFUL ACT OR OFFENSE EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI, PD, WRONGFUL ACT OR OFFENSE AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> PRODUCTS / COMPLETED OPERATIONS				
	<input checked="" type="checkbox"/> CONTRACTUAL				
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input checked="" type="checkbox"/> PERSONAL / ADVERTISING INJURY				
	<input checked="" type="checkbox"/> POLICE PROFESSIONAL LIABILITY				
	<input checked="" type="checkbox"/> PUBLIC OFFICIALS E & O				
B	AUTO LIABILITY				
	<input checked="" type="checkbox"/> ANY AUTO				
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	EXCESS WORKERS COMPENSATION & EMPLOYER'S LIABILITY				EACH OCCURRENCE \$
	UMBRELLA				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

As respects the Funding Agreement between the City of Hayward and Alameda County for construction of new fire station number 7 and firehouse clinic at 28270 Huntwood Avenue, Hayward, CA 94544

CERTIFICATE HOLDER

Alameda County Health Care Services Agency
 1000 San Leandro Blvd., Ste. 300
 San Leandro, CA 94577

Attn: Connie Yale

ERMAC 30 07 04

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Exclusive Risk Management Authority of California

POLICY NUMBER: HAY-0014-17

THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.

PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

SCHEDULE

NAME OF ORGANIZATION:

**County of Alameda
1221 Oak Street
Oakland, CA 94612**

The County of Alameda, its Board of Supervisors and the Individual Members thereof and all the County Officers, Agents, Employees, and Representatives are listed as an Additional Insured with respect to their interest as a Funding Source, per all terms and conditions of the policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN Agency (Section 11) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Captioned insurance is primary and any other insurance or self-insurance maintained by the additional insured will be excess only and will not contribute to the primary insurance.

Effective 12/1/14

Issued to: County of Alameda

Endorsement # 14-13C

CERTHOLDER COPY

NB



P.O. BOX 8192, PLEASANTON, CA 94588

RECEIVED
HUMAN RESOURCES DEPT.

JUN 23 2014

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-01-2014

GROUP:
 POLICY NUMBER: 1291631-2014
 CERTIFICATE ID: 212
 CERTIFICATE EXPIRES: 07-01-2015
 07-01-2014/07-01-2015

CITY OF HAYWARD
 777 B ST
 HAYWARD CA 94541-5007

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED 'ADDITIONAL INSURED EMPLOYER EFFECTIVE 1997-07-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF HAYWARD

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-1992 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

EDEN COUNCIL FOR HOPE AND OPPORTUNITY PROGRAM
 (A NON-PROFIT CORP.)
 770 A ST STE 201
 HAYWARD CA 94541

NUMBER: 7170

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

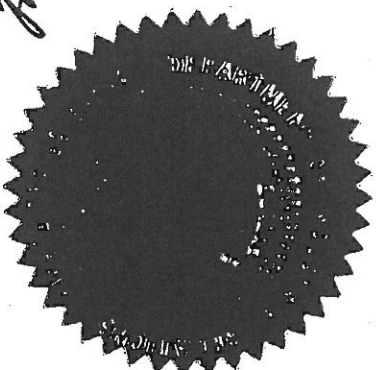
THIS IS TO CERTIFY, That
City of Hayward

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE DATE: January 1, 1979

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



MANAGER, SELF-INSURANCE PLANS

Stephen J. Smith
DIRECTOR, DEPARTMENT OF INDUSTRIAL RELATIONS

Original Effective Date :

**EXHIBIT D
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

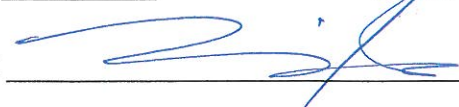
Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: City of Hayward

PRINCIPAL: Fran David

TITLE: City Manager

SIGNATURE: _____



DATE: _____

1/26/2015

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$2,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$2,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Course of Construction /Builder's Risk All Risk	\$ Value of Completed project or materials
F	Contractors' Pollution Legal Liability If project involves environmental hazards	\$1,000,000 per occurrence or claim \$2,000,000 policy aggregate
G	Employee Dishonesty (ED) and Crime (C) (ED) Required only if a significant amount of funding is advanced to contractor. (C) Required only if contractor keeps significant sums of money at premises	(ED) Minimum of 75% of the Funding (C) Minimum daily amount kept on premises
H	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Contractor's Pollution Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

CERTIFICATE NUMBER CRIME-167	<h2 style="margin: 0;">EVIDENCE OF INSURANCE</h2>	ISSUE DATE (MM/DD/YY) 09/10/14
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PRODUCER
 C/O ALLIANT INSURANCE SERVICES, INC.
 P.O. BOX 6450
 NEWPORT BEACH, CA 92658-6450
 LICENSE #0C36861
 P (949) 756-0271 / F (619) 699-0901

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

COMPANY AFFORDING COVERAGE

INSURED
 CSAC EXCESS INSURANCE AUTHORITY MEMBER
 EXCLUSIVE RISK MANAGEMENT AUTHORITY OF CALIFORNIA (ERMAC) CITY OF HAYWARD
 C/O JAMES GREGG
 UNION BANK BUILDING
 400 OCEANGATE, 8TH FLOOR
 LONG BEACH, CA 90802

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA (AIG)

COVERAGE INFORMATION
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GOVERNMENT CRIME POLICY INCLUDING: FAITHFUL PERFORMANCE /EMPLOYEE DISHONESTY MONEY & SECURITIES FORGERY OR ALTERATION COMPUTER FRAUD ROBBERY & SAFE BURGLARY MONEY ORDER AND COUNTERFEIT PAPER CURRENCY	01-309-61-64	06/30/14	06/30/15	\$10,000,000 PER OCCURRENCE LIMIT SUBJECT TO \$2,500 DEDUCTIBLE
FOLLOW FORM EXCESS GOVERNMENTAL CRIME POLICY	01-309-61-65	06/30/14	06/30/15	\$5,000,000 PER OCCURRENCE LIMIT EXCESS OF \$10,000,000 UNDERLYING LIMIT

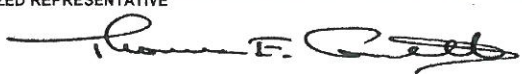
REMARKS (INCLUDING SPECIAL CONDITIONS)
 AS RESPECTS EVIDENCE OF COVERAGE FOR CAPITAL AWARD AGREEMENT BETWEEN CITY OF HAYWARD AND ALAMEDA COUNTY FOR CONSTRUCTION OF A HEALTH PORTAL AT FIRE STATION 7, 28270 HUNTWOOD AVENUE, HAYWARD, CA, PROJECT NO. 07465.
 ALAMEDA COUNTY IS INCLUDED AS A JOINT LOSS PAYEE PURSUANT TO BLANKET JOINT LOSS PAYEE ENDORSEMENT.

THIS EVIDENCE OF INSURANCE REPRESENTS SOLELY A CURRENT STATEMENT THAT A BOND OR POLICY IS IN EFFECT FOR THE NAMED INSURED ONLY, THAT SUCH BOND OR POLICY CONVEYS NO PROTECTION OR RIGHTS TO ANYONE OTHER THAN THE NAMED INSURED, AND THAT REFERENCE TO THE BOND OR POLICY MUST BE MADE FOR THE TERMS AND CONDITIONS OF THE COVERAGE THEREUNDER. THIS EVIDENCE OF INSURANCE IS BEING ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT PROVIDE ANY BENEFIT TO THE ADDITIONAL INTEREST. THIS EVIDENCE OF INSURANCE IN NO WAY AMENDS, EXTENDS OR ALTERS THE POLICY TERMS AND CONDITIONS.

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST
 ALAMEDA COUNTY
 HEALTH CARE SERVICES AGENCY
 1000 SAN LEANDRO BLVD., STE 300
 SAN LEANDRO, CA 94577

NATURE OF INTEREST
 EVIDENCE ONLY JOINT LOSS PAYABLE

AUTHORIZED REPRESENTATIVE


This endorsement, effective at 12:01 AM forms a part of

Policy number

Issued to:

By:

BLANKET JOINT LOSS PAYEE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

Provisions

1. You agree that any loss payable under this insurance shall be paid jointly to you and, where legally permissible, any loss payee ("Joint Loss Payee") designated by you in the proof of loss and any such payment shall constitute payment to you. We agree that such payments shall be made jointly to you and, where legally permissible, the Joint Loss Payee, and we will not make any payment solely to you unless a request in writing from the Joint Loss Payee to make such payment to you is provided to us.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Joint Loss Payee, other than, where legally permissible, payment of loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be presented by you.

3. Our liability under this insurance as extended by this endorsement shall not be cumulative.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc. with its permission

AUTHORIZED REPRESENTATIVE

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL2-728	AI	CERTIFICATE OF COVERAGE	02/13/2015
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<p>CSAC Excess Insurance Authority C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	<p>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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder lieu of such endorsement(s).</p> <p>COVERAGE AFFORDED BY: A - CSAC Excess Insurance Authority</p>
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<p>Member: EXCLUSIVE RISK MANAGEMENT AUTHORITY OF CALIFORNIA (ERMAC) C/O JAMES GREGG UNION BANK BUILDING 400 OCEANGATE, 8TH FLR. LONG BEACH, CA 90802</p>	<p>COVERAGE AFFORDED BY: B</p> <p>COVERAGE AFFORDED BY: C</p> <p>COVERAGE AFFORDED BY: D</p>
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Coverages
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA-PE 14 GL2-16	07/01/2014	07/01/2015	Difference between \$2,000,000 and Member's Self-Insured Retention of \$1,000,000 Completed Operations Aggregate Applies

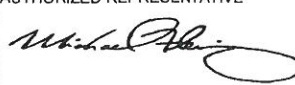
Description of Operations/Locations/Vehicles/Special
 AS RESPECTS FUNDING AGREEMENT BETWEEN CITY OF HAYWARD AND ALAMEDA COUNTY FOR CONSTRUCTION OF NEW FIRE STATION NUMBER 7 AND FIREHOUSE CLINIC AT 28270 HUNTWOOD AVENUE, HAYWARD, CA 94544.

 COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS AND THE INDIVIDUAL MEMBERS THEREOF AND ALL THE COUNTY OFFICERS, AGENTS EMPLOYEES AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL COVERED PARTIES BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

 AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 12/1/2014

 THIS COVERAGE SHALL BE PRIMARY AND NO OTHER COVERAGE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER 4

 CITY OF HAYWARD IS A MEMBER OF EXCLUSIVE RISK MANAGEMENT AUTHORITY OF CALIFORNIA (ERMAC)

<p>Certificate Holder ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY ATTN: CONNIE YALE 1000 SAN LEANDRO BOULEVARD, SUITE 300 SAN LEANDRO, CA 94577</p>	<p>Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY</p>
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ENDORSEMENT NO. 4

**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY II**

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named below, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is primary and insurance maintained by additional covered party shall not be asked to contribute. Coverage provided under this endorsement is limited to the minimum limits required by contract.

Additional Covered Party:

County of Alameda, its Board of Supervisors and the Individual Members thereof and all the County Officers, Agent Employees and Representatives

As Respects:

Funding Agreement between City of Hayward and Alameda County for construction of new Fire Station Number 7 and Firehouse Clinic at 28270 Huntwood Avenue, Hayward, CA 94544

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.


This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: February 13, 2015

Memorandum No.: EIA-PE 14 GL2-16

Issued to: Exclusive Risk Management Authority of California (ERMAC)

Issue Date: February 13, 2015


Authorized Representative
CSAC Excess Insurance Authority

ENDORSEMENT NO. U-13**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY II****AMENDATORY ENDORSEMENT-PRIMARY/NON-CONTRIBUTORY**

It is understood and agreed that Condition 6. OTHER COVERAGE, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

6. OTHER COVERAGE

If collectible insurance with an insurer is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

If other valid and collectible coverage through any insurer or other pooling arrangement is available to the Member for a loss also covered by the Member's self-insured retention and this Memorandum, such other valid and collectible coverage shall apply in lieu of the Member's self-insured retention.

Notwithstanding the foregoing paragraph, if, because of liability arising out of or in connection with the operation of any clinic or established health care facility, coverage for **damages** is available under this Memorandum and under the Authority's Medical Malpractice Program, it shall be conclusively presumed that the coverage afforded under the Medical Malpractice Program shall be primary and any coverage available under this Memorandum shall be excess only. For claims to which this provision applies, the exhaustion of the Authority's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: EIA 14 GL2-00

Issued to: ALL MEMBERS

Issue Date: June 24, 2014


Authorized Representative
CSAC Excess Insurance Authority

