

**AGREEMENT NO.** \_\_\_\_\_

**PUBLIC SAFETY VITAL SERVICES  
FLOOD BAKERSFIELD MINISTRIES AGREEMENT  
FOR COMMUNITY VITALITY & FAMILY REUNIFICATION INITIATIVE**

This **AGREEMENT** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal contractor, ("CITY" herein) and **FLOOD BAKERSFIELD MINISTRIES**, a California Non-Profit Public Benefit Contractor ("CONTRACTOR").

**R E C I T A L S**

**WHEREAS**, on November 6, 2018, Measure N, the Public Safety and Vital Services Measure (PSVS) was passed by the City of Bakersfield voters, increasing the sales and use tax within the City of Bakersfield from 7.25 to 8.25 percent; and

**WHEREAS**, the funding from PSVS has been allocated by the City to address top community priorities, including reducing homelessness through partnerships with service providers to increase outreach, sheltering and construction of affordable housing; and

**WHEREAS**, on April 7, 2023 the City of Bakersfield issued a Request for Proposal (RFP) for qualified agencies to conduct outreach and implement a diversion-based program that would serve to facilitate reuniting individuals who are experiencing homelessness or at imminent risk of experiencing homelessness, with family, friends, or other personal support networks by means of supportive services including but not limited to transportation; and

**WHEREAS**, CONTRACTOR operates a comprehensive program of services designed to assist individuals and families who are experiencing homelessness which includes a defined outreach plan involving outreach to unsheltered populations, and desires to carry out eligible activities; and

**WHEREAS**, CONTRACTOR is experienced and well qualified in the field of Homelessness Outreach in the City of Bakersfield; and

**WHEREAS**, CONTRACTOR has requested assistance in providing outreach services and implement a diversion-based program in collaboration with the City of Bakersfield's Rapid Response Teams, Code Enforcement, and Bakersfield Police Department; and

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Flood Bakersfield Ministries

S:\EDCD\_Shared\Homeless Services\5. PSVS Grants\22-23 2023-XXX PSVS CVFR\PSVS - CVFR Agreement\22-23 PSVS CVFR Agr DRAFT - Legal Edit And Approval2.Doc

**WHEREAS**, CITY desires to assist CONTRACTOR by making grant funding available for outreach services and diversion-based programming through allocation of Public Safety and Vital Services Measure funds.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

**1. SCOPE OF WORK.** CONTRACTOR will be responsible for administering the program in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Program will include the activities as set out in **Schedule "A"** attached and incorporated by reference as if set out in full.

**1.1** CONTRACTOR shall provide SERVICES within the designated service area, to include activities outlined in Schedule "A."

**1.2** The scope of work shall include all items, supplies, and procedures necessary to properly complete the SERVICES that the CONTRACTOR has been hired to perform.

**2. COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall be payable in accordance with section 3 "Payment Procedure" as stated below but in no event shall exceed an annual total of THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000).

**2.1** The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

**3. PAYMENT PROCEDURE.** CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement and requirements set forth in **Exhibit A** attached hereto and incorporated by reference herein. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.

**4. KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel.

5. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CONTRACTOR and CITY.

6. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

7. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

8. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

9. **TERM.** Unless terminated beforehand, as set forth herein, the 12 month term of this Agreement shall begin subsequent to execution on July 1, 2023, and end June 30, 2024.

10. **TERMINATION.** This Agreement may be terminated by any party with or without cause upon Ten (10) days' written notice, served by mail or personal service, to all other parties herein.

11. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

12. **INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of CONTRACTOR and its personnel/crewmembers as an independent CONTRACTOR. CONTRACTOR, and its personnel/crewmembers, are not agents or employees of the CITY for any purpose and are not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR and

its personnel/crewmembers other than that of an independent CONTRACTOR.

**13. DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed. CONTRACTOR agrees that CONTRACTOR'S personnel shall follow Federal and State safety and environmental regulations and abide by the rules of the CITY regarding safety, health, and general codes of conduct.

**14. INSURANCE.** In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

**14.1 Automobile liability insurance,** providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

**14.1.1** Provide coverage for owned, non-owned and hired autos.

**14.2 Broad form commercial general liability insurance,** unless otherwise approved by the CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

**14.2.1** Provide contractual liability coverage for the terms of this Agreement

**14.2.2** Provide products and completed operations coverage.

**14.2.3** Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees, and volunteers.

**14.3 Workers' compensation insurance** with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees, and volunteers.

**14.4** All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY,

its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

**14.5** Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.

**14.6** Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.

**14.7** The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.

**14.8** The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

**14.9** Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

**14.10** It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.

**14.11** Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.

**14.12** CONTRACTOR shall provide, when required by CITY,

performance, labor, and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.

**15. THIRD PARTY CLAIMS.** CITY will timely notify CONTRACTOR of third-party claims relating to this contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

**16. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent CONTRACTORS, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

**17. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**18. NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY:                   CITY OF BAKERSFIELD  
CITY HALL – 5<sup>th</sup> Floor  
1600 Truxtun Avenue  
Bakersfield, California 93301**

**CONTRACTOR:       FLOOD MINISTRIED BAKERSFIELD  
Executive Director  
Flood Bakersfield Ministries  
1830 Truxtun Avenue, Suite 210  
Bakersfield, CA 93301**

19. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

20. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

21. **ASSIGNMENT.** Neither this Agreement, nor any interest in it may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

22. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors, and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

23. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder and said records shall be made available to CITY representatives upon request at any time during regular business hours.

24. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

25. **TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number 26-2780103

CONTRACTOR is a contractor? Yes X No

**26. NON-INTEREST.** No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

**27. RESOURCE ALLOCATION.** All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first-above written.

"CITY"  
**CITY OF BAKERSFIELD**

By: \_\_\_\_\_  
**KAREN K. GOH**  
Mayor

"CONTRACTOR"  
**FLOOD BAKERSFIELD MINISTRIES**

By:   
**JIM WHEELER**  
Executive Director

APPROVED AS TO CONTENT:  
**ECONOMIC AND COMMUNITY  
DEVELOPMENT DEPARTMENT**

By: \_\_\_\_\_  
**JENNIFER M. BYERS**  
Acting Economic and Community  
Development Director

[Additional Signatures Next Page]



APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA H. RUDNICK**  
Deputy City Attorney II  
COUNTERSIGNED

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

JHR:ag  
Attachments: Certificates of Insurance  
Schedule A  
Exhibit

**SCHEDULE "A"**  
**PUBLIC SAFETY VITAL SERVICES**  
**COMMUNITY VITALITY AND FAMILY REUNIFICATION INITIATIVE**  
**FLOOD BAKERSFIELD MINISTRIES**

**Purpose of Project**

Flood Bakersfield Ministries will implement Public Safety and Vital services eligible services to provide a street outreach and diversion-based program that will serve to identify individuals and families who are experiencing homelessness or at imminent risk of experiencing homelessness, and reconnect them with family, friends, or other personal support networks by means of supportive services.

**Description**

Public Safety Vital Services funding will be used by Flood Bakersfield Ministries for the eligible activities:

Street Outreach and Diversion-Based Program

Flood Bakersfield Ministries will provide street outreach activities, with a goal of reuniting individuals who are experiencing homelessness or at imminent risk of experiencing homelessness, with family, or other personal support networks, in addition to other supportive services including:

- i. Partnering and coordinating with Code Enforcement, Rapid Response Teams, law enforcement agencies, and local hospitals as needed;
- ii. Collaborate with various shelters, and other service providers;
- iii. Assist with requests for street outreach and supportive services including but not limited to discharge facilities such as medical or correctional throughout the Bakersfield-Kern CoC region.
- iv. Be on-site as an advocate for those experiencing homelessness or at risk of experiencing homelessness and assist rapid response, code enforcement, and law enforcement agencies during screening and assessment as the subject matter expert and provide appropriate follow-up interventions.
- v. Directly connect individuals experiencing homelessness, who have been reunited with personal support networks, with the Continuum-of-Care of their destination

The total amount of PSVS funds expended to meet these costs shall not exceed THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000).

**Time frame**

All funds granted to Flood Bakersfield Ministries shall be completely expended within the term of the Agreement.

## EXHIBIT "A"

### INVOICING AND BUDGET DETAIL

#### 1. INVOICE PACKAGES.

1.1 No disbursement under this Agreement will be made except (a) after Contractor's Executive Director and Financial Manager(s) attend a Contract Workshop conducted by CITY, and (b), upon receipt of an acceptable "Contractor Payment Request" duly executed by or on behalf of the Contractor. The Contractor must execute all Payment Request forms. A completed Contractor Payment Request form must accompany all invoice packages. All invoice packages shall be submitted to City's Community Development Department ***not*** to exceed ***one invoice package per month*** and in the minimum amount of \$500.00 except for the final funding draw invoice. Each month's Payment Request shall be for a one calendar month period of time such as July, August, September, etc. Except for the first Payment Request to be processed which may include all months beginning with the new fiscal year of July 1, 2021 and prior to the month ending for the date of the execution of the agreement. The address for submittal is:

City of Bakersfield  
City Manager's Office  
1600 Truxtun Avenue – 5<sup>th</sup> Floor  
Bakersfield, CA 93301

1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, City will notify the Contractor by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Contractor. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.

1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

1.4 Contractor shall provide proof of payment to City for each invoice submitted for payment under this Grant. If the Contractor is not able to demonstrate proof of payment, City, at its discretion, may not issue a check.

1.5 The invoice shall contain the following information:

1.5.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);

1.5.2 Printed name of the service provider or contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.3 Printed name of the Contractor, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;

1.5.4 The date of the invoice along with the number of the Agreement upon which the invoice is based;

1.5.5 All subcontractor invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the service provider/contractor's invoice; and,

1.5.6 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;

1.5.7 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.

1.5.8 The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

1.6 The following items will **not** be allowed:

1.6.1 Late fees, gambling debts, debts of Board Members, invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

1.6.2 Proof of payment must be provided with invoice and contractor payment request. Proof of payment may be a copy of an issued or cancelled check or copy of credit card payment.

1.6.3 Identifying information about Contractor employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

1.7 For the Emergency Shelter Grant program, matching is required dollar for dollar. This may be in the form of documentation evidencing payment of invoices other than those submitted for payment through this grant or by volunteer hours. Matching dollars shall include totals and support documentation. Volunteer hours are currently matched and calculated at \$10.00 per hour donated. For Community Development Block Grant program matching is not required at this time.

1.8 Original signature and date (in ink) of Contractor or its authorized representative on the Contractor payment request.

# CONTRACTOR INVOICE

Payment Reimbursement Request

## Grant Funding Circle Grant Type

Community  
Development  
Block Grant  
(CDBG)

Emergency Solutions  
Grant (ESG)

Homeless Housing,  
Assistance &  
Prevention (HHAP)

Public Safety Vital  
Services (PSVS)

Agreement No:

Purchase Order No:

Payment Request No:

Invoice No:

To: City of Bakersfield  
Address: City Manager's Office  
1600 Truxtun Ave - 5th Floor  
Bakersfield, Ca 93301

From: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Grant Award Amount: \$ \_\_\_\_\_

Reimbursement Requested: \$ \_\_\_\_\_

Program Income: \$ \_\_\_\_\_

I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financial obligations are met and services are being provided to intended clients.

Contractor Representative

Signature

Date

Contractor Representative

Printed Name

**CONTRACTOR PAYMENT REQUEST  
DISPUTE NOTIFICATION FORM**

Name of Contractor:

\_\_\_\_\_

Address of Contractor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Payment Request Received: \_\_\_\_\_

Date Payment Request Declined: \_\_\_\_\_

Reason for Decline/Dispute:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reviewed By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

# REQUEST FOR PROPOSAL

COMMUNITY VITALITY & FAMILY REUNIFICATION INITIATIVE  
STREET OUTREACH & DIVERSION | RECONNECTING FAMILIES



# BAKERSFIELD

THE SOUND OF *Something Better*

**CITY OF BAKERSFIELD**  
**City Manager's Office**

Anthony Valdez | Assistant to City Manager  
1600 Truxtun Ave, 5<sup>th</sup> Floor | Bakersfield, CA 93301

**POSTED: FRIDAY APRIL 7, 2023**

**DUE: FRIDAY APRIL 28, 2023**

## Request for Proposal

### COMMUNITY VITALITY AND FAMILY REUNIFICATION INITIATIVE

The City of Bakersfield (City) is requesting proposals from qualified agencies to conduct outreach and implement a diversion-based program that would serve to facilitate reuniting individuals who are experiencing homelessness or at imminent risk of experiencing homelessness, with family, friends, or other personal support networks by means of supportive services including but not limited to transportation.

Respondents to the Request for Proposal (RFP) are specifically directed not to contact any City personnel other than the contact person indicated below. It is suggested that you send a single email inquiry if there are multiple questions concerning the scope of professional services required.

#### HOW TO RESPOND TO THIS RFP:

To respond to this RFP, please submit 3 hard copies and 1 digital copy of your proposal to the following address:

**Nichol Franco-Ruiz | Grant Manager**

City Manager's Office

1600 Truxtun Avenue 5<sup>th</sup> Floor | Bakersfield, CA 93301

Email: [nruiz@bakersfieldcity.us](mailto:nruiz@bakersfieldcity.us) | Phone: (661) 852-7511

All envelopes/shipping boxes are to be clearly marked as follows:

#### **RESPONSE TO REQUEST FOR PROPOSAL Street Outreach and Engagement Services**

**DUE DATE:** This proposal is subject to a 21-day response period. Consideration has been included for mail delivery and holidays in calculating the response date. Proposers are solely responsible for ensuring timely receipt of proposals and responses received after the Due Date will not be considered. Postmark date will not constitute timely delivery.

The proposal must arrive at the address noted above before 5:00 pm on the closing date listed below to be considered for this Project.

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed. If it becomes necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to the RFP will be issued.

Distribution of RFP.....	<b>April 7, 2023</b>
DUE DATE for Response to RFP.....	<b>BEFORE 5:00 pm, April 28, 2023</b>
Anticipated Notification of Final Selection.....	<b>May 7, 2023</b>



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## **I. BACKGROUND**

The City of Bakersfield has moved quickly to reduce homelessness and its impacts on residents. While there is much more work to be done, over the past few years the City of Bakersfield funded over 600 new shelter beds, a regional action plan at the CoC, expanded Code Enforcement Rapid Response Teams, additional Police Department Impact Teams, a new Park Ranger Program, a restructuring of the Bakersfield-Kern Regional Homeless Collaborative, a doubling down on affordable housing through the Economic and Community Development Department, and the creation of a new restructured homeless team in the City Manager's office.

On March 8, 2023, as part of the Fiscal Year 2022-23 Mid-Year Budget, the Bakersfield City Council approved funding for a Community Vitality and Family Reunification Initiative. The City aims to prevent and address homelessness in the region by improving strategic and efficient field responses to individuals in need of services and reducing the number of individuals who are discharged into homelessness from agencies such as incarceration institutions, medical facilities, and foster care. The initiative would prioritize reunifying individuals experiencing homelessness with care and family and loved ones within and outside the Continuum of Care's (CoC) jurisdiction.

The City is accepting proposals from experienced street outreach and diversion service providers (contractors) to develop and deploy a collaborative inter-agency-based program. Contractors will organize and facilitate the reunification between individuals who are experiencing homelessness or are at imminent risk of experiencing homelessness, with family, friends, or other personal support networks. Contractors will accomplish this by providing supportive services including but not limited to food, shelter, case work, and transportation within and outside the Bakersfield-Kern CoC.

The services to be administered by the selected contractor will be paid with local funds. This will require that procurement comply with Federal laws. The Federal regulations and guidelines require that all contracts with independent contractors for projects using these funds adhere to all applicable requirements relating but not limited to non-discrimination, equal employment opportunity, training and business opportunity, and non-segregated facilities.

This solicitation contains attachments pertaining to this procurement. Certain attachments are marked as needing to be submitted with the proposal.

## **II. STATEMENT OF NEEDS**

The City of Bakersfield has seen a gradual increase in the rates of homelessness experienced by individuals and families across the Bakersfield-Kern region. The City is concerned for the health and safety of those experiencing homelessness, at risk of experiencing homelessness, and community at large. To help prevent and reduce homelessness in the Bakersfield-Kern region, the City is seeking to fund a dedicated

outreach and diversion contractor that reconnects those experiencing homelessness with their families and loved ones.

Whereas many homelessness service providers intervene at the time of a crisis or assist individuals and families who initiate care on their own behalf, the City is requesting a contractor with specific street outreach and diversion expertise to proactively engage, develop, and sustain trusting relationships with vulnerable populations experiencing homelessness. The selected contractor will regularly partner and collaborate with City Code Enforcement, City Rapid Response Teams, law enforcement agencies, and local hospitals to deliver compassionate and comprehensive field-based supportive services. The contractor will focus on reducing the harmful effects of homelessness, including but not limited to reunifying individuals with family, friends, or other supportive networks.

### **III. SCOPE OF WORK**

The Scope of Work for the Community Vitality and Family Reunification Initiative will require collaboration and coordination with Code Enforcement, Rapid Response Teams, law enforcement agencies, and local hospitals to develop and implement a field-based inter-agency program focused on outreach and diversion supportive services. The Contractor will organize and facilitate the reunification between individuals who are experiencing homelessness or at imminent risk of experiencing homelessness, with family, friends, or other personal support networks by means of supportive services including but not limited to food, shelter, case work, and transportation within and outside the Bakersfield-Kern CoC.

#### Target Population

Contractors will focus on identifying individuals and families who are experiencing homelessness or at imminent risk of experiencing homelessness, and reconnecting them with family, friends, or other personal support networks by means of supportive services. For this RFP, "Homeless" shall mean: an individual or family which lacks a fixed, regular, and/or adequate nighttime residence as defined by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and in HUD regulations.

Contractors are required to prioritize street outreach and diversion services to individuals discharged by the following agencies:

- California Department of Corrections and Rehabilitation
- Kern County Sheriff's Office
- Kern County Juvenile Hall
- Bakersfield Police Department;
- Sober living facilities in the Bakersfield-Kern region;
- Senior living facilities in the Bakersfield-Kern region; and
- Hospitals in the Bakersfield-Kern region

### Program Description

Successful contractors will demonstrate expertise and capacity to provide street outreach and supportive services, including coordinating contacts between individuals who are experiencing homelessness or at imminent risk of experiencing homelessness, and family members, friends, or other personal support networks including transportation, diversion services, and housing placement when appropriate.

1. Partner and coordinate with the City's Code Enforcement, Rapid Response Team, law enforcement agencies, and local hospitals as needed, during the course of their daily activities;
2. Collaborate with various shelters, and other service providers;
3. Assist with requests for street outreach and supportive services including but not limited to discharge facilities such as medical or correctional throughout the Bakersfield-Kern CoC region.
4. Be on-site as an advocate for those experiencing homelessness or at risk of experiencing homelessness and assist rapid response, code enforcement, law enforcement agencies during screening and assessment as the subject matter expert and provide appropriate follow-up interventions.
5. Connect individuals experiencing homelessness, that have been reunited with their loved ones, with the Continuum-of-Care of their destination

While outreach, assessment, and reunification are the focus of the program, potential contractors are encouraged to demonstrate the capacity to administer supportive services to individuals and families in need, including but not limited to assisting with transportation services, diversion services, and housing placement when appropriate.

### Program Expectations

The Contractor will be expected to administer the following services:

#### 1. Collaborative Services

Partner with City's Rapid Response Teams, Code Enforcement, law enforcement agencies, local hospitals, and other agencies within the Bakersfield-Kern CoC region to develop, deploy, and operate an inter-agency client advocacy-based street outreach program. This outreach and diversion program should provide supportive services to individuals and families who are experiencing homelessness or at imminent risk of experiencing homelessness.

The program is mandated to assist individuals and families transitioning into emergency shelter and stable living environments with access to services that promote personal health, housing retention, and reduce vulnerability including connecting them with family, friends, or other personal support networks by means of supportive services including but not limited to transportation.

## 2. Client Identification

- Scheduled targeted canvassing of encampments and congregate locations to achieve comprehensive geographic coverage;
- Respond to outreach requests as an advocate for those experiencing homelessness from 211, other governmental and homelessness service providers (Code Enforcement, Rapid Response), residents, businesses, and other sources.
- Extend evening/weekend canvassing and in other situations when a vulnerable population is identified, on a planned and scheduled basis as well as in real-time response to urgent situations.
- Develop and implement innovative, cost-effective solutions to reconnecting individuals experiencing homelessness with their families.
- Collaborate with other Continuums of Care across the US to reconnect and reunite families who are affected by and experiencing homelessness.

## 3. Engagement

- Engage, develop, and sustain a trust-based relationship with individuals and families who are experiencing homelessness or at imminent risk of experiencing homelessness, to offer and provide supportive services.
- Demonstrate an advocate based, non-judgmental, unconditional, and positive regard toward individuals and families to facilitate a genuine connection.

## 4. Assessment

- The contractor will assess each person and connect them with the Coordinated Entry System to establish prioritization and determine which services are the most effective for the person to find housing, shelter, and/or safety, including relocation outside the Bakersfield-Kern region and transportation services.
- Contractor will also connect individuals experiencing homelessness with Coordinated Entry System and CoC of their destination.
- Contractor will follow up with individuals six months and one year after the date of reunification to ensure a positive outcome.

## 5. Referral to Services

- Provide support and/or refer persons to services and benefits within the Bakersfield-Kern CoC.
- Provide expert housing support including eligibility assessment for housing and navigation services for each client experiencing homelessness.
- When applicable, provide support and/or refer person to services and benefits outside the Bakersfield-Kern CoC.

## 6. Transportation

- Transportation includes transporting individuals, couples, and families (including belongings) who are experiencing homelessness from facilities or drop off locations to emergency shelters or other service locations and/or housing.
- Acquire two (2) vehicles owned or leased by the selected organization for the purpose of transporting outreach clients, one of which must be wheelchair and handicap accessible.
- Staff shall maintain a valid driver's license and be privileged and insured to transport clients.
- Mandated warm hand-offs to shelter providers, as well as family, friends, or other supportive networks and remain engaged in client's care plan until their needs are met by other providers.

## 7. Data collection and reporting

- Street outreach contacts will be entered into a Coordinated Entry System through HMIS.
- Provide requested data and demographic information timely to the City regarding outreach and engagement services.
- Submit timely reports, as agreed upon with the City staff in a form acceptable to the City.

## 8. Collaborate with Bakersfield-Kern Continuum of Care

- Collaborate to create additional resources to appropriately respond as an advocate for individuals and families experiencing homelessness or at risk of experiencing homelessness.

## 9. HMIS

- Street outreach contacts will be entered into a Coordinated Entry System (CES) through HMIS.

### Dedicated Outreach Teams

The City anticipates funding two (2) teams staffed with two (2) full-time equivalent (FTE) employees, including operations and transportation for a one-year term. The selected contractor will be expected to utilize a team-based model to deliver the field-based Street Outreach, engagement, and supportive services in the City of Bakersfield and outlying regions of Kern County.

The Contractor will be expected to dedicate one (1) team to develop an outreach effort to individuals who are discharged from medical and correctional facilities into homelessness, or who are at risk of experiencing homelessness.

The Contractor will also be expected to dedicate one (1) team to directly work with the City's Community Vitality team, focused on a strategic and efficient field response.

The dedicated team will be expected to prioritize the requests received by the City's Community Vitality team.

The contractor is expected to meet vulnerable populations where they are in a way that is suitable to the target population of individuals and families experiencing homelessness.

#### Staffing and Infrastructure Recommendations

The following is a recommended staffing and infrastructure model for the program:

- Program Management (.25 FTE)
- Service Coordinator II (2 – FTE, with 1 bilingual in threshold language)
- Service Coordinator I (2 - FTE)
- Data Collection (.25 - FTE)
- Vehicle Lease (Wheelchair accessible)
- Vehicle Lease (Car)
- Vehicle Insurance

#### Outcome Oriented Approach

Funded programs are expected to have an outcome-oriented approach with a strong emphasis on concrete, measurable results. All programs will be required to track progress on benchmarks development in collaboration with City staff. The benchmarks are expected to be defined prior to contracting with awarded agencies.

The selected contractor is invited to include additional information as necessary to create comprehensive documents that adhere to all Federal, State, and local policies. Please list any other incentives and additional services you are recommending to the City under your proposal.

#### **IV. PROPOSAL CONTENT**

The selected contractor must demonstrate a clear capacity to meet City requirements for timely service and list response times for each service. The proposing contractor must demonstrate the ability to meet City insurance/bonding requirements. The proposal should respond to the RFP requirements and reflect an itemized fixed fee for each of the services to be administered by the proposed contractor. The RFP response must be accompanied with a cover letter and signed by someone authorized to represent the contractor in this solicitation.

**The following items must be included in the proposal:**

- 1. Name and Contact Information of Organization**
- 2. Experience in Providing Street Outreach Services**
- 3. Proposed Project Description**
- 4. Approach to Outreach, Case Management and Services**
- 5. Staffing Needs for the Proposed Project**
- 6. Approach to Transportation**
- 7. Approach to City Referrals for Services**
- 8. Expected Response Times for Services**
- 9. Approach to Data Collection**
- 10. Proposed Budget**

11. Timeline to Project Start Date
12. Incentives and Additional Services
13. Current Involvement with Bakersfield-Kern Regional Homeless Collaborative
14. Current Experience with HMIS
15. Insurance
16. Company Resumes and References

## V. SELECTION CRITERIA AND FACTORS

### General Criteria

Selection of the contractor to administer the described services will be made by City. Determination will include, but not be limited to the following criteria:

1. Quality and responsiveness of proposal;
2. Comprehensiveness of proposal;
3. Knowledge and experience of the contractor in Street Outreach services targeting vulnerable populations;
4. The contractor selected must show adequate experience in providing Street Outreach to vulnerable populations;
5. Lease, own vehicles required to access outlying and remotes parts the Bakersfield-Kern Coc Region;
6. Timeliness of proposed implementation of services (response times); and
7. Reasonableness of costs.

### Performance Criteria (Outcomes)

City will engage in monitoring activities to evaluate the quality of service delivery. The service provider will be monitored and assessed as follows:

1. **Efficient Cycle Time:** measures the time span between the client's first contact with the Contractor and receipt of the full value reunification service. Measures may include but are not limited to how much time a client spends at each stage of the reunification process: (1) referral/outreach, (2) initial contact, (3) connection to services or family, and (4) reunification.
2. **Responsiveness to Inquiries:** measures client service encounter to understand how clients get service. Measures may include feedback from clients on whether contractor was helpful, thorough in assessments and service delivery, and accessible to Bakersfield-Kern CoC and clients.
3. **Clients Served and Client Source:** measures the impact and reach of the program. Measures may include the number of clients served, number of agencies referring homeless individuals in need of reunification, number of proactive outreach services, and new or strengthened relationships with discharging entities.
4. **Control of Processes**
  - Monthly/Quarterly Reporting
  - Timeliness
  - Quality



The performance criteria will allow the City to issue a report card to the selected provider on a periodic basis for tracking continuous improvement and evaluating performance for quality of service and adequate response times. The City is interested in procuring an organization with the best practices for homeless services, street outreach and engagement at appropriate costs. To meet this goal, the applicant must include a discussion in their proposal that identifies how they intend to meet the City's performance criteria and what instruments and/or quality management mechanisms will be furnished to the City monthly/quarterly that provides summary performance data in connection with the above noted criteria. The City desires to partner with a street outreach and engagement provider that understands quality service, collaboration, and is experienced as an advocate in interacting with vulnerable populations such as individuals and families experiencing homelessness.

If City staff find the selected provider is not fulfilling the obligations stated in the agreement resulting from this RFP, a Corrective Action Plan may be required, with additional follow-up monitoring to ensure requirements are being met. City may also decide to reprocur all or part of the agreement.

#### Company Resumes and References

Your organization must present resumes or biographical narratives for your key service delivery team members who will be responsible for providing Street Outreach and supportive services. Your organization should also identify who would be ultimately responsible for the management of these services for the City and authorized to sign a two-party agreement with the City. Please provide a final list, and background information of your key team members and their responsibilities. Include a list of current and former clients for which your organization provided similar services.

#### Reports

Every month the selected organization must provide the City with a timely report that identifies performance to-date (as outlined in section V) and any suggestions for improving service delivery.

#### Providing Customer Satisfaction

The Contractor must discuss in their proposal how they would remedy situations where they are found to provide unsatisfactory service and financially impact the City or their clients. Unsatisfactory service includes but is not limited to failure to respond to requests in a timely fashion, dissemination of inaccurate information, and/or failure to proactively engage with homeless individuals and families. In their proposal, Contractor must also discuss quality control procedures and client recovery policy.

### **VI. ADDITIONAL SERVICES**

The City may request the Contractor to perform additional professional services that are not listed in the RFP. At the direction of the City and subsequent to written authorization, Contractor agrees to render other services which shall include mutually agreed upon terms and conditions, including payment provisions. If the need for additional services is caused by error, omission, or negligence by the selected organization or persons employed by the selected organization, or is required by this request for quotes/rates,

the Contractor shall render the directed additional services without additional charge or cost to the City.

## **VII. SOLICITATION CAVEAT**

The applicant understands and agrees the City of Bakersfield shall have no financial responsibility for any costs incurred by the selected organization in responding to this Request for Proposal and shall not be liable to any proposer for costs attributed to the design of the project until the proposer has executed a contract with the City of Bakersfield and been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this Request for Proposals after three-day notice to all prospective proposers.

The submission of a proposal shall be conclusive evidence that the organization has investigated and satisfied themselves as to the conditions to be encountered, the character, quality, and scope of work to be performed, and the requirements of the City of Bakersfield.

## **VIII. PAYMENT FOR SERVICES**

Payment for completion of Scope of Work (see Section III) shall be subject to approval by City Staff and will not be paid prior to the completion of any requested revisions.

## **IX. SERVICES PROVIDED BY THE CITY**

The City will provide a Project Manager and Staff assistance by appropriate City personnel and the items listed below in support of the selected organization's professional services; however, the selected organization shall be responsible for the evaluation of all information supplied by the City.

## **X. TIME**

Time is of the essence and will be monitored as to all work to be performed by the selected provider.

## **XI. INDEMNIFICATION AND INSURANCE**

The selected Contractor will be required to obtain and maintain insurance as a condition of the award of this agreement, and the Contractor's proposal shall state that the Contractor shall obtain the following in accordance with the terms of the agreement:

1. Professional liability insurance, providing coverage on an occurrence basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
2. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
3. Broad form commercial general liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and

4. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident.

Except for professional liability, the liability policies shall contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees, and volunteers.

The workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the City, its mayor, council, officers, agents, employees, and volunteers.

Insurance is to be placed with insurers with a Bests' rating of no less than A: VII. This requirement may be waived at the City's sole discretion.

Except for professional liability, all policies required of the Contractor hereunder shall be primary insurance as respects the City, its mayor, council, officers, agents, employees and volunteers and any insurance or self-insurance maintained by the City, its mayor, council, officers, agents, employees, and volunteers shall be excess of the Provider's insurance and shall not contribute with it.

The automobile liability policies shall provide coverage for owned, non-owned and hired autos. The liability policies shall provide contractual liability coverage for the terms of this Agreement.

All policies shall contain an endorsement providing the City with thirty (30) days' written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required under this Agreement shall be maintained until all work required to be performed under the terms of this Agreement is completed to the City's satisfaction. The Contractor shall furnish the City Risk Manager with a certificate of insurance and, if requested, copies of endorsement or all insurance policies evidencing the insurance required under this Agreement.

Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this agreement of Contractor, must be declared to, and approved by the City.

However, unless otherwise approved by the City, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth hereinabove shall be provided by or on behalf of all subcontractors even if the City has approved lesser insurance requirements for Provider. Provider shall be responsible for determining and guaranteeing all subcontractors are insured as set forth in this paragraph.

All costs of insurance required under this Agreement shall be included in the Provider's bid, and no additional allowance will be made for additional costs which may be required by extension of the insurance policies. If provider fails to maintain adequate insurance coverage as required by the terms of the agreement, then the City of Bakersfield shall have the right to terminate the provider's contract.

## **XII. INDEPENDENT CONTRACTOR'S AGREEMENT**

Exhibit "A" is substantially the form of the Independent Contractor's Agreement, which the successful proposer can expect to enter into with the City of Bakersfield. Prospective

providers shall be notified of major changes to this Request for Proposal or the proposed Independent Contractor's Agreement by addenda. An Independent Contractor's Agreement is not required at this stage of the RFP process.

### **XIII. BUSINESS ADDRESS**

Proposers shall furnish the City with their business street address. Any communications directed either to the address so given or to the address listed on the sealed proposal container and deposited in the U.S. Postal Service by certified mail shall constitute a legal service thereof upon the proposer.

### **XIV. ADDENDA**

Addenda issued by the City interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the Addenda Cover Sheet and submit them with their proposal or deliver them to ECD if the provider has previously submitted this proposal to ECD.

### **XV. SELECTION PROCESS**

All proposals received by the specified deadline will be reviewed by the City for content, fee schedule, staffing, the proposed work program, and the phasing of tasks as well as overall compliance with this RFP.

Informal interviews may be conducted as part of the final selection process. The proposer or proposers selected by the City will be recommended to the City Council, but the Council is not bound to accept the recommendation or award the work to the recommended proposer.

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received. The City reserves the right to select the proposal or proposals which, in its sole judgment, best meet the needs of the City. Pursuant to Government Code Section 37103, contracting with a proposer that is highly and technically skilled in their profession may properly be made by a municipality without competitive bidding. Therefore, the selection shall be made on the basis of demonstrated competence and on the professional qualifications of the applicants that can be performed at a fair and reasonable price to the City.

### **XVI. FREEDOM OF INFORMATION ACT (FOIA)**

Under federal law, the City of Bakersfield is required to comply with the Freedom of Information Act. All proposals submitted to the City of Bakersfield are subject to Freedom of Information Act requests.

## EXHIBIT "A"

- DO NOT SUBMIT WITH PROPOSAL -

AGREEMENT NO. \_\_\_\_\_

Independent Contractor's Agreement  
[Over \$40,000]

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and \_\_\_\_\_ a [business type: Sole Proprietorship; Partnership; Corporation; LLC; etc.] authorized to do business in California (referred to herein as "CONTRACTOR").

### RECITALS

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of \_\_\_\_\_.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"): **[choose one]**

(1) A total, lump sum payment of \$ \_\_\_\_\_ after the Scope of Work is completed to CITY's satisfaction, or

(2) On an hourly [or time/material] basis in accordance with the hourly rates as shown on **Exhibit A**.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$\_\_\_\_\_ for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on \_\_\_\_\_ **[Date]**.
4. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
5. **COMPLIANCE WITH ALL LAWS.** CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
6. **INDEPENDENT CONTRACTOR.** This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
7. **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
8. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
9. **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written

above.

10. **KEY PERSONNEL.** CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
11. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
12. **LICENSES.** CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licenses or professional degrees.
13. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

15. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

16. **INSURANCE.**

16.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

16.1.1 **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

16.1.2 **Commercial general liability insurance,** unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;

16.1.2.2 Provide products and completed operations coverage;

16.1.2.3 Provide premises, operations, and mobile equipment coverage; and

16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

16.1.3 **Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861,



CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, CONTRACTOR is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

**16.2 General Provisions Applying to All Insurance Types.**

- 16.2.1** All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2** All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured

retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

**16.2.4** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

**16.2.5** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

**16.2.6** It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

**16.2.7** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.

**17. THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third-party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

**18. INDEMNITY.** CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a

party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

19. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
20. **ACCOUNTING RECORDS.** CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
21. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
22. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
24. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
25. **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement

shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

26. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
27. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
28. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
29. **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
30. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
31. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

**CITY:           CITY OF BAKERSFIELD  
                  CITY HALL  
                  1600 Truxtun Avenue  
                  Bakersfield, California 93301**

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**32. RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

**33. TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.

**34. TAX NUMBERS.**

CONTRACTOR's Federal Tax ID Number \_\_\_\_\_  
CONTRACTOR is a corporation? Yes \_\_\_\_\_ No \_\_\_\_\_  
(Please check one.)

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signatures on Following Page]

DO NOT HAVE STAND ALONE SIGNATURE PAGE

APPROVED AS TO CONTENT:  
**CITY DEPARTMENT NAME**

By: \_\_\_\_\_  
**DEPARTMENT HEAD NAME**  
**TITLE**

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**(NAME & TITLE)**  
Insurance: \_\_\_\_\_

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Attachment:      Exhibit \_\_\_\_

## EXHIBIT "B"

### Non-Collusion Affidavit to Be Executed by Contractor

STATE OF CALIFORNIA  
COUNTY OF KERN

} SS

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ (Title) of \_\_\_\_\_ (company) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposal has not directly or indirectly induced or solicited any other proposal to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposal or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposal has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposal, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposal, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposal has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

State of California }  
County of Kern

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared

\_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are/ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY PUBLIC SEAL

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

NOTARY PUBLIC SIGNATURE

**- PLEASE SUBMIT WITH PROPOSAL -**

## **EXHIBIT "C"**

### **Equal Employment Opportunity Compliance certification**

I hereby certify that I will comply with all the provisions of the Equal Opportunity Clause of Executive Order 11246 as amended by Executive Order 11375. Contractor agrees that no person, on the grounds of race, color, religion, national origin, sex, or age will be subjected to discrimination under this contract.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**-PLEASE SUBMIT WITH PROPOSAL-**

ACD.006



## EXHIBIT "D"

### Non-Conflict of Interest Certification

- 1) City of Bakersfield's Community Development Block Grant Agreement with the U.S. Department of Housing and Urban Development prohibits any member, officer, or employee of the City or their designees or agents, and any members of the governing body of the locality in which this project is situated, and any other public official of such locality or localities who exercises any functions or responsibilities with respect to the City's Community Development Program or this project during his tenure or for one year thereafter, from having any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, in work to be performed in connection with projects assisted with Community Development funds.
- 2) Contractor stipulates that no public official, as described in the preceding paragraph, has any interest, direct or indirect, in this contract or any subcontract, or the proceeds thereof, in work to be performed in connection with this project.
- 3) Contractor agrees to include or cause to be included the regulations in Paragraphs (1) and (2) of this section in every subcontract in connection with this project.

Community Development Project Name: \_\_\_\_\_

Contractor/Provider: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Title: \_\_\_\_\_

**- PLEASE SUBMIT WITH PROPOSAL -**

## **EXHIBIT "E"**

### **Nondiscrimination Because Of Age Subpart 22.9**

22.901 Policy.

Executive Order 11141, February 12, 1964 (29 FR 2477), states that the Government policy is as follows:

- (a) Contractors and subcontractors shall not, in connection with employment, advancement, or discharge of employees, or the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.
- (b) Contractors and subcontractors, or persons acting on their behalf, shall not specify in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.
- (c) Agencies will bring this policy to the attention of contractors. The use of contract clauses is not required.

**-PLEASE SUBMIT WITH PROPOSAL-**

ACD 023

## EXHIBIT "F"

### CERTIFICATION

Participation by  
Minority Business Enterprises

NOTE: The proposer shall check Box A or B and complete Item C. If the proposer does not check a box, it will be deemed that he/she has checked Box A.

A. ☐ I do not intend to subcontract any work on the project.

B. ☐ I do intend to subcontract portion of the work on this project.

I have taken affirmative action to seek out and consider minority business enterprises for the portions of the work which are intended to be subcontracted and that such affirmative actions are fully documented in my records and are available upon request. In addition, I will take such affirmative action on any future subcontracting for the life of this contract.

C.

Category of Work	Contacted: Name-Address- Phone	Result of Contact
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above certification is required by 23 CFR 230 and 24 CFR 85.36.

\_\_\_\_\_  
Contractor/Subcontractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name and Number

**-PLEASE SUBMIT WITH PROPOSAL-**

## EXHIBIT "G"

### Anticipated Budget Breakdown

Please enter the rates for each budget line item using the provided table below.

**Please Note:** If additional services are being provided, please include on a separate paper, and attach to this proposal.

2 Teams Each - Outreach and Diversion		
<b>Outreach Expenses</b>		
<b>Salaries and Benefits</b>		<b>Proposed</b>
Service Coordinator II	FTE	\$
Service Coordinator II	FTE	\$
Service Coordinator I	FTE	\$
Service Coordinator I	FTE	\$
TOTAL		\$
<b>Transportation</b>		
Vehicle Lease (2)		\$
Vehicle Insurance		\$
Fuel		\$
Mileage Reimbursement		\$
TOTAL		\$
<b>Program Costs</b>		
Bus Passes		
Vital Documents		\$
Tablets		\$
Data Collection/Analysis	0.25	\$
Storage		\$
TOTAL		\$
<b>Administration and Office</b>		
Program Management	0.25	\$
Accounting		\$
Facilities/Utilities		\$
Office Equipment		\$
Office Supplies		\$
TOTAL		\$
<b>Diversion Expenses</b>		
Transportation - Connection to Housing	5-6/mo.	\$
Meals and Incidentals		\$
Staff Time for Minimal Case Management	5hrs/client	\$
De minimus Expenses		\$
TOTAL		\$

**-MUST BE SUBMITTED WITH PROPOSAL-**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/23/2023

CPALACIOS

FLOOBAK02C

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 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 # 0D44424	
INSURICA / Walter Mortensen Insurance 8500 Stockdale Highway, Suite 200 Bakersfield, CA 93311	
INSURED Flood Bakersfield Ministries 1830 Truxtun Avenue Ste 210 Bakersfield, CA 93301	
INSURER A: Great American Insurance Company	16691
INSURER B: Great American Insurance Company of NY	22136
INSURER C: Great American Alliance Insurance Company	26832
INSURER D: Church Mutual Insurance Company	18767
INSURER E:	
INSURER F:	
CONTACT: Cara Palacios, CISR	
NAME	
PHONE (A/C, No. ext):	(661) 316-5157
E-MAIL	Cara.Palacios@INSURICA.com
ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
NAIC #	

REVISION NUMBER: 1

CERTIFICATE NUMBER:

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 DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	PAC392933402	5/15/2023	5/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Per accident) \$1,000,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> HIRING <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	CAP392933502	5/15/2023	5/15/2024	BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000 EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> EXCESS <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	UMB392933602	5/15/2023	5/15/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> EXCESS <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	041831907451106	9/1/2022	9/1/2023	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Professional Liab		PAC392933402	5/15/2023	5/15/2024	Each Act \$1,000,000 General Aggregate \$2,000,000
A	Professional Liab		PAC392933402	5/15/2023	5/15/2024	Each Act \$1,000,000 General Aggregate \$2,000,000

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

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers are additional insureds with respect to General Liability, General Liability and Auto Liability are primary and noncontributory. A waiver of subrogation in favor of the City of Bakersfield applies with respect to Workers Compensation. 30-day Notice of Cancellation provisions apply with regard to General Liability, Auto Liability, and Workers Compensation subject to the terms and conditions of the policies. These endorsements apply if required or agreed to in a written contract subject to all provisions and limitations of the policy. This certificate supersedes the certificate issued 5/11/2023.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

City of Bakersfield  
City Hall  
1600 Truxtun Ave  
Bakersfield, CA 93301

ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

#### A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;

2. it is hired, chartered or loaned with a trained paid crew;

3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:

- (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. \$ 20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

**E. Damage to Premises Rented to You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

i. rupture, bursting, or operation of pressure relief devices;

ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:



6. Subject to paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ 1,000,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under SECTION IV - COMMERCIAL LIABILITY CONDITIONS, subsection 4. Other insurance, paragraph b. Excess insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision I. Damage to Premises Rented to You - paragraph 9.a. of Definitions is replaced with the following:
9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**F. Supplementary Payments**

1. In the Supplementary Payments - Coverages A and B provision, paragraph 1.b. is replaced with:
- b. Up to \$ 3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ 1,000 a day because of time off work.

**G. Newly Formed or Acquired Organizations**

Paragraph 3. of SECTION II - WHO IS AN INSURED is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
- a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
- b. coverage A does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
- c. coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

#### H. Unintentional Failure to Disclose Hazards

Under SECTION IV - COMMERCIAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

Failure of the insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the insured.

#### I. Knowledge of Occurrence, Claim or Suit

Under SECTION IV - COMMERCIAL LIABILITY CONDITIONS, the following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the insured unless notice of such injury, claim or suit shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership

c. an executive officer or insurance manager, if you are a corporation.

#### J. Property Damage Liability - Elevators

1. Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraphs (3), (4) and (6) of exclusion J. Damage to Property do not apply if such property damage results from the use of elevators.

2. The following is added to SECTION IV - COMMERCIAL LIABILITY CONDITIONS, Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### K. Property Damage Liability - Borrowed Equipment

1. Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (4) of exclusion J. Damage to Property does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

2. The following is added to SECTION IV - COMMERCIAL LIABILITY CONDITIONS, Condition 4. Other Insurance, paragraph b. Excess Insurance:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**L. Liberalization Clause**

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

**M. Amendment of Pollution Exclusion (Premises)**

1. The following is added to paragraph (1)(a) of Exclusion f. of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
- (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
- (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
- (dd) be neither expected nor intended from the standpoint of any insured; and
- (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
- (ff) not originate at or from a storage tank or other container, duct or piping which:

- a. is below the surface of the ground or water; or

- b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.

2. For the purposes of this coverage, the following is added to the definition of "property damage" of SECTION V - DEFINITIONS and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

**N. Limited Property Damage to Property of Others**

The following is added under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B:

3. We will pay up to \$5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

- a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the limits of insurance.

**O. Additional Insured - Manager or Lessor of Premises**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or

- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and

- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury,"

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured - Funding Sources**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
  - b. "your work" for such additional insured; or
  - c. acts or omissions of such additional insured in connection with the general supervision of "your work"
- and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

#### Q. Additional Insureds - By Contract

- 1. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

- c. the Additional Insureds financial control of you; or

- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

This insurance does not apply to:

a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.

b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

c. "Bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

(2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. 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:

- a. required by the contract or agreement; or
- b. 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.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to paragraph a. Primary Insurance:

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

(1) the Additional Insured is a named insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

1. The following is added to paragraph 1, **Insuring Agreement of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1, above, paragraph 2, **Exclusions of SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits";

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ 1,000.

2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE.**



h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to SECTION V - DEFINITIONS Item 14.:

**W. Broadened Personal and Advertising Injury**

This coverage is excess over any other valid and collectable insurance available to your "employee."

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employees" job responsibilities assigned by you, including the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

1. The following is added to paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

**V. Who is an Insured - Fellow Employee Extension - Management Employees**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SIGNATURE BUSINESS AUTO BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following form:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included	2
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included	2
Leased Auto Coverage	Included	3
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included	4
Supplementary Payments - Bail Bonds	\$5,000	4
Supplementary Payments - Loss of Earnings	\$1,000 per day	4
Fellow Employee	Included	5
Physical Damage Coverage Extensions - Towing	\$200 - any auto	5
Physical Damage Coverage Extensions - Glass Breakage	No Deductible	5
Physical Damage Coverage Extensions - Transportation Expenses	\$100 per day, \$3,000 max	5
Hired Auto Physical Damage Coverage	\$100 per day, \$3,000 max	5
Total Theft of a Covered Auto	\$500 - personal items, \$1,000 - reasonable expenses to return stolen auto	6
Auto Loan / Lease Gap Protection	Included	6
Customization Coverage	\$2,000	7

Coverage	Limit of Insurance	Page
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000	7
Rental Reimbursement Coverage	\$100 per day up to 30 days	8
	\$500 for reasonable expenses to remove and replace your materials and equipment	8
Accidental Discharge - Airbag Coverage	Included	8
Original Equipment Manufacturer OEM Part Replacement	Included	8
Multiple Deductibles	Included	8
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included	8
Blanket Waiver of Subrogation By Written Contract	Included	9
Unintentional Failure to Disclose Hazards	Included	9
Mental Anguish	Included	9

**A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured** is amended by adding the following:

d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

f. Board members (or their spouses) while renting a vehicle on business for the named insured.

**B. AUTOMATIC ADDITIONAL INSUREDS - BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured** is amended to include as an insured any person or organization whom you are required to add as an Additional Insured on this policy under:

a. a written contract or written agreement:

(1) in effect on the date of the "accident"; and

(2) signed by all parties prior to the "accident."

This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However,

a. the insurance afforded to such Additional Insured only applies to the extent permitted by law; and

b. if coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.

With respect to insurance provided to an Additional Insured the following provisions apply:

a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

(1) The Additional Insured is a Named Insured under such other insurance; and

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

b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.

c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.

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

(1) Required by the written contract or written agreement; or

(2) Available under the applicable Limits of Insurance show in the Declarations;

whichever is less.

### C. LEASED AUTO COVERAGE

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage is amended by adding the following:

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who is An Insured is changed to include as an "insured" the lessor.

The coverages provided under this endorsement apply to any "leased auto" described in the

Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

**SECTION IV - BUSINESS AUTO CONDITIONS, A.4. Loss Payment - Physical Damage Coverages** is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
  - b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
  - c. If we make any payment to the lessor, we will obtain his or her rights against any other party.
- SECTION V - DEFINITIONS** is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured** is amended by adding the following:

The following are "insureds":

- a. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form except:
- (1) Any subsidiary that is an insured under any other automobile liability policy.
- (2) Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

- b. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "insured":

- (1) For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
- (2) If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

**E. SUPPLEMENTARY PAYMENTS**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(2)** is deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(4)** is deleted and replaced with the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**F. FELLOW EMPLOYEE**

SECTION II - LIABILITY COVERAGE is amended to add the following after Paragraph B.5.b:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. Coverage afforded by this section is excess over any other collectible insurance.

**G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

**H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

**I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. is deleted in its entirety and replaced with the following:

**a. Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this coverage extension only that amount of Transportation Expenses which is not already provided under O. Rental Reimbursement Coverage of this endorsement.

**J. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If Comprehensive Coverage, Specified Causes of Loss or Collision Damage Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

a. The most we will pay for any one "accident" or "loss" the lesser of:

(1) the actual cash value of the covered "auto" at the time of the "loss"; or

(2) the actual cost to repair or replace such covered "auto" at the time of the "loss."

- b. The Limit of Insurance as determined under Paragraph J.a., above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto." This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto." No deductible applies to "loss" caused by fire or lightning.
- c. The coverage provided by this coverage extension will be excess over any other collectible insurance.

- d. Subject to Paragraphs J.a, J.b and J.c, above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.

- e. For coverage provided under this coverage extension, the last sentence of Paragraph A.4.b under SECTION III - PHYSICAL DAMAGE COVERAGE, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

#### K. TOTAL THEFT OF A COVERED AUTO

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

##### Total Theft of a Covered Auto

In the event of the total theft of a covered "auto":

- a. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.

- b. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

#### L. AUTO LOAN / LEASE GAP PROTECTION

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto," less the following:

- a. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto", and

b. Any:

- (1) overdue lease or loan payments at the time of the "loss";

- (2) financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- (3) security deposits not returned by the lessor;

- (4) costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) carry-over balances from previous loans or leases.

**M. CUSTOMIZATION COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is** amended to add the following:

- a. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.

- b. our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:

- (1) the actual cash value of the stolen or damaged property;

- (2) the amount necessary to repair or replace the property; or

- (3) \$2,000.

This coverage does not apply to electronic equipment.

**N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is** amended to add the following:

If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.

The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:

- a. the actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;

- b. the actual cost of:

- (1) replacing the damaged or stolen property with other property of like kind and quality; or

- (2) repairing the damaged property.

without deduction for depreciation; or

- c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.



Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

#### O. RENTAL REIMBURSEMENT COVERAGE EXTENSION

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions,** is amended to add the following:

For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:

We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".

We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under I. **Transportation Expenses** of this endorsement.

#### P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE

**SECTION III - PHYSICAL DAMAGE COVERAGE, B.3.a** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown, but this exclusion does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

#### Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT

**SECTION III - PHYSICAL DAMAGE, C. Limit of Insurance, Paragraph 1,** is amended to include:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

#### R. MULTIPLE DEDUCTIBLES

**SECTION III - PHYSICAL DAMAGE, D. Deductible,** is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

#### S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

**SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a,** is deleted and replaced with the following:

a. In the event of "accident," claim, "sue" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and  
(3) To the extent possible, the names and addresses of any injured persons and witnesses.  
SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.b(2) is deleted and replaced with the following:

(2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

**T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT**

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5 is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

**U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B.2. is amended to add the following:

Failure of the "insured" to disclose all exposures or hazards existing as of the effective date of this Coverage Form will not invalidate or adversely affect coverage for such exposure or hazard, provided such failure is not intentional on the part of the "insured". However, you must report the undisclosed exposure or hazard to us as soon as practicable after you discover the exposure or hazard.

**V. MENTAL ANGUISH**

The definition of "Bodily Injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

WC 04 03 06  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

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

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

The additional premium for this endorsement shall be 1.00 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

City of Bakersfield

**Job Description**

City of Bakersfield

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

Endorsement Effective Date: 09/01/2022 Policy No. 0418319 07-451106 Endorsement No.

Policy Effective Date: 09/01/2022 to 09/01/2023 Premium \$

Insured: FLOOD BAKERSFIELD MINISTRIES INC

DBA:

Carrier Name / Code: Church Mutual Insurance Company, S.I.

Countersigned by \_\_\_\_\_