

**FOURTH AMENDMENT TO AGREEMENT**

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and City of San Leandro, (“Contractor”) with respect to that certain agreement, Master Contract No. 902012, Procurement Contract No. 24823, dated as of October 1, 2022, and as amended by the First Amendment to agreement executed on November 29, 2023, and as amended by the second Amendment to agreement executed on October 14, 2024, and as amended by the Third Amendment to agreement executed on May 13, 2025, (referred to herein as the “Agreement”) pursuant to which Contractor provides Mid-County Shelters - Operating Subsidies services to County.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Fourth Amendment will be effective as of the date this Fourth Amendment is executed by the County.
2. The term of the Agreement is scheduled to expire on December 31, 2025. As of the date this Fourth Amendment is executed by the County, the term of the Agreement is extended through December 31, 2026.
3. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed one hundred ninety-two thousand, eight hundred twenty-two dollars (\$192,822). As a result of these additional services the not to exceed amount has increased from one million, two hundred twenty-four thousand, five hundred thirty-seven dollars (\$1,224,537) to one million, four hundred seventeen thousand, three hundred fifty-nine dollars (\$1,417,359) over the term of the Agreement and any amendments.
4. Item 8, Payment, has been amended and replaced with the following:

PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B, Exhibit B1-1, Exhibit B2, Exhibit B3, and Exhibit B4 hereto.

5. Item 20, Termination, is amended and replaced by the following:

TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to

the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B, Exhibit B1-1, Exhibit B2, Exhibit B3, and Exhibit B4 hereto, provided that the maximum amount payable to Contractor for their Mid-County Shelters - Operating Subsidies shall not exceed \$1,417,359 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. Item 35, Extension, is amended and replaced by the following:

EXTENSION: This agreement may be extended for up to an additional four years by mutual agreement of the County and the Contractor.
7. Exhibit A4, Program Description and Performance Requirements, is incorporated into this Agreement by this reference.
8. Exhibit B4, Terms and Conditions for Payment, is incorporated into this Agreement by this reference.
9. Attached hereto is Exhibit D4, a current Debarment and Suspension Certificate executed by Contractor.
10. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

**Master Contract No. 902012**  
**Procurement Contract No. 24823-Line 1**

**IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement as of the day and year this Fourth Amendment is executed by the County.**

COUNTY OF ALAMEDA

CITY OF SAN LEANDRO

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

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

Name: Aneeka Chaudhry  
(Printed)

Name: Janelle T. Cameron  
(Printed)

Title: Interim Director, Alameda County Health

Title: City Manager

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

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

Approved as to Form: DONNA R. ZIEGLER  
County Counsel, County of Alameda

Approved as to Form: Richard D. Pio Roda, City  
Attorney

By: \_\_\_\_\_  
K. Joon Oh  
Deputy County Counsel

By: \_\_\_\_\_  
Richard D. Pio Roda  
City Attorney

Approved as to Form: Nancy Gonzales, Finance  
Director

By: \_\_\_\_\_  
Nancy Gonzales  
Finance Director

Approved as to Form: Sarah K. Bunting, Acting  
City Clerk

By: \_\_\_\_\_  
Sarah K. Bunting  
Acting City Clerk

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

**EXHIBIT A4**  
**PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS**

<b>Contractor Name:</b>	<b><u>City of San Leandro</u></b>
<b>Contracting Department:</b>	<b><u>Alameda County Health (AC Health)</u></b> <b><u>Housing and Homelessness Services (H&amp;H)</u></b>
Original Term:	10/01/2022 – 6/30/2023
Original Amount:	\$500,091
First Amendment Term:	07/01/2023 – 6/30/2024 (extension of 12 months)
First Amendment Amount:	\$1,024,091 (increase of \$524,000 amount)
Second Amendment Term:	07/01/2024 – 6/30/2025 (extension of 12 months)
Second Amendment Amount:	\$1,024,091 (no increase)
Third Amendment Term:	01/01/2025 – 12/31/2025 (extension of 6 months)
Third Amendment Amount:	\$1,224,537 (increase of \$200,446)
<b>Fourth Amendment Term:</b>	<b>01/01/2026 – 12/31/2026 (extension of 12 months)</b>
<b>Fourth Amendment Amount:</b>	<b>\$1,417,359 (increase of \$192,822)</b>

The City of San Leandro shall utilize HHAP funds towards the provision of the following services:

**Interim Housing** to support the provision of existing interim housing. Interim housing must be low barrier, as defined in Sections 65660 and 65662 of the Government Code. Services provided to people in interim housing must include trauma informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment as appropriate, public benefits advocacy, and other supportive services to promote stability and swift transition to permanent housing.

**I. Funding Overview:**

HHAP guidelines specify spending and reporting must be informed by a best practices' framework focused on moving homeless individuals and families into permanent housing and ensuring those individuals and families to maintain their permanent housing:

- A. "Homeless," as defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- B. Housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- C. Pursuant to Assembly Bill 977, all HHAP funded projects must enter data into the local Homeless Management Information System (HMIS) (see Exhibit A4 – Reporting & Evaluation Requirements section for more information).

The HHAP Grant Agreement is incorporated into this Agreement by this reference and may be relied upon to interpret this Agreement.

**II. Program Names and Locations:**

**San Leandro Shelter- (Interim Housing)**

Saint Leanders Parish  
501 Davis St.  
San Leandro, CA 94577

**Sister Me Home – (Interim Housing)**

Site does not disclose location to ensure confidentiality  
Central Office Location: 1840 Fairway Dr. San Leandro, CA 94577

**III. Contracted Services:**

**Interim Housing** will support the operations at two homeless shelters in San Leandro that provide one-on-one case management, including assistance to rapidly secure and obtain permanent housing. The City of San Leandro will subcontract with Building Futures to operate the sites.

HHAP funds shall be used for the operations and administration of the projects.

**IV. Services to be Provided:**

The City of San Leandro agrees to provide the following service components within the San Leandro Shelter and Sister Me Home shelter sites, as operated by City of San Leandro's subcontract with Building Futures.

- A. Operate a 30-bed, low barrier, shelter program for women and women with children and a 20-bed shelter for people fleeing domestic violence.
- B. Provide access 24-hours a day, seven days a week, with no shelter curfews.
- C. Staff must be onsite or available 24 hours per day, 7 days per week.
- D. Provide case management services, employing Housing First principles, harm reduction strategies, trauma-informed care, and other evidence-based practices.
- E. Provide referrals and linkage to other services, such as health care, behavioral health services, workforce services, benefits advocacy and legal services.
- F. Provide and maintain hygiene services on site including toilets, showers, and laundry.
- G. Provide housing search assistance to each participant and family residing at the shelters.
- H. Referrals to the San Leandro Shelter come from Alameda County's Coordinated Entry System (CES), in compliance with Coordinated Entry Policies. Referrals to Sister Me Home will work with community services and utilize CES to accept referrals.

**V. Project Goals:**

- A. Provide low-barrier, compassionate, and non-judgmental services to literally homeless individuals.
- B. Assist literally homeless individuals to rapidly obtain permanent housing.
- C. Capture data in real-time in the Homeless Management Information System (HMIS) on all participants served and all significant services rendered adhering to the Alameda County HMIS Policy and Procedures Manual.<sup>1</sup>
- D. HMIS project enrollments for each participant accessing services. HMIS annual assessments for participants enrolled one year or longer, HMIS status update assessments, when applicable, and HMIS project exits.

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<sup>1</sup> Source of information: <https://alameda.bitfocus.com/hmis-policies-and-procedures>

**VI. Target Population:**

HHAP funds will be utilized to provide low-barrier, compassionate, and non-judgmental shelter and case management to individuals experiencing homelessness in Alameda County.

**Shelters (Interim Housing):** will accept referrals for single women and women with children experiencing homelessness in Alameda County referred through Alameda County's Coordinated Entry System, in compliance with Coordinated Entry Policies. The Sister Me Home Domestic Violence Shelter serves people fleeing violent environments. The provider will work with community services and utilize CES to accept referrals.

**VII. Other Requirements:**

- A. Contractor will comply with the Alameda County Emergency Shelter Standards for Year-Round Shelter.<sup>2</sup>
- B. Contractor will comply with the Alameda County Homelessness Response System Written Standards.<sup>3</sup>
- C. Contractor will comply with Alameda County Coordinated Entry Policies.<sup>4</sup>

**VIII. Program Outcomes:**

The contractor agrees to the following program success measures:

**Process Objectives and Performance Measures**

For each project listed below, subrecipient shall meet the following objectives, utilizing the County-adopted Results-Based Accountability (RBA) performance targets:

**San Leandro Shelter and Sister Me Home**

Program Deliverable	Performance Measure	Data Source
Enrollment and Services	Serve 100 unduplicated individuals annually at San Leandro shelter and 200 individuals annually at Sister Me Home.	HMIS
Average Length of Stay	Average length of stay will not exceed 183 days.	HMIS
Obtaining or Maintaining Mainstream Benefits	At least 80% of adult participants will be enrolled in mainstream benefits by annual/exit assessment.	HMIS
	At least 90% of participants will be enrolled in health insurance by annual/exit assessment.	HMIS

2 Source of information: <https://homelessness.acgov.org/homelessness-assets/docs/news/Alameda-County-Emergency-Shelter-Standards-April-2022-update-FINAL-2023.02.23.pdf>

3 Source of information: <https://homelessness.acgov.org/homelessness-assets/docs/news/Alameda-County-Homelessness-Response-System%20Written-Standards-Final-Adopted-2.8.23-2023.20.27.pdf>

4 Source of information: <https://homelessness.acgov.org/homelessness-assets/docs/coordinated-entry/Alameda-County-Coordinated-Entry-Policies-05.14.2025.pdf>

Maintenance of, or Increases in, Income	At least 75% of participants will have maintained or increased their income at most recent annual/exit assessment.	HMIS
Obtain Permanent Housing and Prevent Homelessness	At least 30% of participants successfully move into permanent housing.	HMIS
	Less than 10% of participants will exit the interim housing program to the streets, unknown, or other destinations (# exits from program to unstable situation/# enrolled consumers).	HMIS

**IX. Reporting & Evaluation Requirements:**

1. Contractor will:
  - a. Comply with the following HMIS data entry requirements:
    - i. Create a/an HMIS project(s) following the guidelines set forth in CA AB977;
    - ii. Ensure HMIS projects correctly identify appropriate funding sources for segmentation at the participant level to facilitate State-level reporting requirements (i.e., Homeless Housing, Assistance and Prevention (HHAP) funding for shelter support, separated by individual project.)
    - iii. Complete all entry/exit Universal Data Elements (UDEs), Common Data Elements (CDEs), and Item W5 of the Individual Federal Partner Program Elements in HMIS;
    - iv. Provide real-time (within twenty-four hours) data entry of all participants served into the HMIS. At a minimum, this includes the HMIS intake and project entries/exits, annual updates, status assessments, and services provided, as applicable;
  - b. Comply with the following HMIS Annual Performance Report reporting requirements:
    - i. Generate and extract "Annual Performance Reports (APRs)" from the HMIS for each individual project type (i.e., Rapid Re-housing, Homeless Prevention, or relevant project);
    - ii. APRs will reflect the unduplicated total of persons served (including homeless persons or persons at imminent risk of homelessness);
    - iii. APRs shall not exceed 5% of null values in Questions 6a-f (Data Quality Sections);
    - iv. APR must be reviewed prior to submission for accuracy, ensuring all participant events (enrollment, assessments, exits) have been inputted appropriately, with data quality errors addressed; and
    - v. APRs will be submitted:
      1. Accompanying invoices – APRs shall accompany every invoice and will reflect services provided during the invoiced period; and,
      2. On a quarterly basis – Quarterly APRs shall be run cumulatively from the start of the county's fiscal year (July 1st) through the last day of the quarter. The Q4 APR will also serve as the APR for the fiscal year. The HMIS APR data will be shared

- quarterly with the statewide Homeless Data Integration System (HDIS), as per HHAP Reporting & Compliance - Outcomes and Person Served requirements.<sup>5</sup>
- vi. Domestic Violence projects are exempted from participating in HMIS; however, data must be recorded on a manually completed APR, utilizing the county-provided template. Information provided about all participants served and significant services rendered should be entered into and extracted from an HMIS-comparable database system. Manually completed APRs should be submitted according to the same schedule as HMIS generated APRs, as specified above.
  - c. Provide Alameda County Health with a dedicated point of contact for data quality and reporting (a 'data lead').
  - d. Submit an Annual Outcomes Report no later than 15 days after the close of the Fiscal Year.
    - i. Description of Contract Services Specific to the Fiscal Year.
    - ii.
    - iii. Number of Unduplicated Participants Served in the Fiscal Year.
    - iv. Annual Target Number of Unduplicated Participants to be Served per Year.
    - v. Narrative to Highlight Accomplishments Specific to the Fiscal Year.
    - vi. Brief Narrative to Highlight Challenges Specific to the Fiscal Year.
2. County shall have on-demand access to HHAP HMIS data and will regularly, but no less frequently than monthly, pull these data sets to create program performance dashboards on program outcomes listed above. Contractor agrees to work iteratively with County staff if data quality issues are identified during reporting evaluation and dashboard creation, and to correct all data entry errors identified by County staff in a timely manner.
  3. Provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.
  4. Contractor must undertake continuous quantitative and qualitative evaluation of the Scope of Services, utilizing HMIS data and information, as specified in this Agreement and shall share quarterly and annual written reports.
  6. Numbers reported should be persons served by the entire project regardless of how much of the project was funded by HHAP.
  7. Quarterly Reporting Deadlines:

Service Period	Due to County
Q3 01/01/2026 – 03/31/2026	04/15/2026
Q4 04/01/2026 – 06/30/2026	07/15/2026
Q1 07/01/2026 – 09/30/2026	10/15/2026
Q2 10/01/2026 – 12/31/2026	01/15/2026

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<sup>5</sup> Source of information: <https://www.hcd.ca.gov/grants-and-funding/programs-active/homeless-housing-assistance-and-prevention-grant-program>



**X. Program Monitoring:**

The County staff liaison will facilitate program monitoring, which may include a review of operations, participant eligibility, participant records, including any required releases or documentation for federal/county funding, backup documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with Contractor and Alameda County, and coordination with service providers who come to the site or serve as participant referrals.

**XI. Fiscal Compliance and Contract Monitoring:**

- A. Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- B. Compliance monitoring may include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.
- C. The County staff liaison may visit the project site periodically to review records and observe activities. The Contractor will provide participants'/clients' names, addresses, and telephone numbers to designated County staff liaison(s) in accordance with applicable laws and regulations.

**XII. Certification/Licensure/ Confidentiality**

- A. Contractor will maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides.
- B. Contractor shall conform to all federal and state laws relating to confidentiality of patients' medical information, including but not limited to HIPAA and HITECH when applicable.

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**EXHIBIT B4  
TERMS AND CONDITIONS FOR PAYMENT**

Unless expressly modified by this Exhibit B4, all the terms and conditions of Exhibit B, and Exhibit B1-1, Exhibit B2 and Exhibit B3 remain in full force and effect.

**I. Budget Summary (01/01/2026 -12/31/2026)**

A. Contractor's expenditures shall be in accordance with the chart set forth below.

Project	10/1/2022 – 6/30/2023	07/01/2023 – 06/30/2025	01/01/2025 – 12/31/2025	01/01/2026 – 12/31/2026	Totals
<b>Interim Housing</b>					
San Leandro Shelter	\$300,091	\$200,000	\$128,285.44	\$123,406	\$751,782
Sister Me Home Shelter	\$200,000	\$124,000	\$72,160.56	\$69,416	\$465,577
<b>Cooling and Warming Centers</b>		\$200,000			\$200,000
<b>TOTAL</b>	<b>\$500,091</b>	<b>\$524,000</b>	<b>\$200,446</b>	<b>\$192,822</b>	<b>\$1,417,359</b>

B. HHAP allowable funds are limited to:

- **Interim Housing** to support the provision of existing interim housing. Interim housing must be low barrier, as defined in Sections 65660 and 65662 of the Government Code. Services provided to people in interim housing must include trauma informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment as appropriate, public benefits advocacy, and other supportive services to promote stability and swift transition to permanent housing.

C. Funding Sources:

<b>Original Contract</b>	
HHAP Round 1, 2	\$500,091
<b>Amendment #1</b>	
HHAP Round 3	\$331,178
HHAP Round 4	\$192,822
	<b>\$1,024,091</b>
<b>Amendment #2</b>	
	No increase
<b>Amendment #3</b>	
HHAP 5	\$200,446
<b>Amendment #3</b>	
HHAP 4	\$192,822
<b>TOTAL</b>	<b>\$1,417,359</b>

**II. Terms and Conditions of Payment:**

A. The funding amount under the terms of this Exhibit B4 for services provided under Exhibit A4, is \$192,822. The total reimbursement shall not exceed the total dollar awarded (**\$1,417,359**) under the terms of this Agreement. Funds shall be used solely in support of the program budget above.

- B. Contractor shall invoice the County not more than monthly for actual expenses incurred.  
**The final invoice for this Agreement must be received no later than February 1, 2027.**
- C. Invoice must be accompanied by reports described in Exhibit A4, as applicable, on services provided during that invoice period referencing the services in Exhibit A4.
- D. Budget amounts may vary between line items only with H&H written consent. Funds shall be used solely in support of the project's program budget.

**III. Invoicing Procedures:**

- A. Invoices must include:
  - i. Purchase Order (PO) number
  - ii. invoice date
  - iii. invoice number
  - iv. service period
  - v. contract balance
  - vi. actual expenditures (which may not exceed the budget in Exhibit B4)
  - vii. invoice total amount
  - viii. accompanied by all required reports as delineated in the Reporting & Evaluation Requirements section in Exhibit A3
  - ix. Any other backup documentation, information, or reports as requested, and invoice shall be emailed to:  
Mike Keller: [Michael.Keller@acgov.org](mailto:Michael.Keller@acgov.org)
- B. Contractor shall ensure that all sub-contracts, scopes of services, line-item budgets, budget narratives and required reports are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any subcontracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the current Agreement or a prior Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of consumer service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations. If payment of claims is to be delayed, the following procedures will be followed:
  - 1. Contractor shall be notified by telephone within seven (7) working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
  - 2. The County shall provide written confirmation of reason(s) for delaying or

withholding payment if the matter cannot be resolved within ten (10) working days of receipt of claim.

3. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections, or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.
- D. Contractor shall submit all final claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

**IV. Sub-Contractor Requirements:**

- A. If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a formalized agreement to the County for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate, request, and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- B. Contractor shall ensure that all subcontracts, scopes of services, line-item budgets and budget narratives are submitted in the format as set forth by County, State and Federal mandates depending on funding sources. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- C. Contractor shall reimburse subcontractors or personal consultants only for those services provided or for those activities performed pursuant to this Agreement.

**V. Financial Controls, Records, and Audit:**

- A. Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- B. Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the

development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a finding report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

**VI. Other Provisions:**

- A. The continuation of this Agreement and payments hereunder shall be subject to the availability of funds to the County of Alameda. Alameda County agrees to notify the Contractor in writing of any modifications related to changes in available funding.
- B. Should the State of California, Federal Government, or other funding source refuse to reimburse County (or disallow payment, including based upon audit exceptions) for any relevant claim submitted to County by Contractor, Contractor agrees to reimburse County for all such claims or disallowances. Any such disallowances or penalties resulting will be the sole responsibility of the Contractor.

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**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

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



## CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

### CERTIFICATE OF COVERAGE

Certificate Holder and  
Additional Covered Party:

County of Alameda, Health Care Services Agency, its Boards of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives.  
Attention: Kerry Abbott  
1404 Franklin Street, Suite 300  
Oakland, CA 94612

This certifies that the coverage  
Described herein has been issued to: City of San Leandro

Description of Activity: Second Amendment to Master Contract No. 902012; Procurement Contract No. 24823-Line 1 third amendment extended through 12-31-2025 for Mid-County Shelters - Operating Subsidies service to County. (includes Professional Liability/Errors & Omissions)

Date(s) of Activity: 07-01-2024 to 12-31-2025

Location of Activity: within City of San Leandro boundaries, San Leandro, CA 94577

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$1,250,000 excess of \$ 750,000	January 01, 2026

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability, automobile liability, employment practices liability, and public officials errors & omissions pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request. General liability includes coverage for sexual abuse and molestation.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at any date other than that indicated herein except upon 30 days written notice to the certificate holder.

September 19, 2025

Date

  
Authorized Signature

Tony Giles, CPCU, ARM-P, General Manager  
Name and Title

Certificate Number: FORM141764

Form C

3201 Doolan Road, Suite 285 • Livermore, CA 94551 • Phone (925) 837-0667 • FAX (925) 290-1543

LOCAL AUTHORITY WORKERS COMPENSATION EXCESS JOINT POWERS AUTHORITY EXCESS  
WORKERS' COMPENSATION PROGRAM LIMIT OF COVERAGE

CERTIFICATE OF COVERAGE

THIS CERTIFIES THAT THE COVERAGE DESCRIBED HEREIN HAS BEEN ISSUED TO:	City of San Leandro
DATES(S) OF ACTIVITY:	July 1, 2024 to December 31, 2025
LOCATION OF ACTIVITY:	Within City of San Leandro boundaries San Leandro, CA 94577
DESCRIPTION OF ACTIVITY:	Second Amendment to Master Contract No. 902012; Procurement Contract No. 24823-Line 1 Third Amendment extended through 12/31/2025 for Mid-County Shelters - Operating Subsidies service to County.

ENTITY PROVIDING COVERAGE	COVERAGE LIMITS	CERTIFICATE EXPIRATION DATE
City of San Leandro 835 East 14th Street San Leandro, CA 94577	\$250,000	January 1, 2026

The following coverage is in effect and is provided through participation in a risk sharing Joint Powers Authority. The City of San Leandro is self-insured for \$250,000 with excess coverage of \$45,000,000 through Local Agency Workers' Compensation Excess JPA (LAWCX).

September 19, 2025  
DATE

  
AUTHORIZED SIGNATURE

Leticia Naranjo, Risk Management Analyst  
NAME AND TITLE



EXHIBIT D4

COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ Check if continued on attached page.

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

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

CONTRACTOR: City of San Leandro

PRINCIPAL: Janelle T. Cameron TITLE: City Manager

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_