

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN THE CHARTERED CITY OF VISTA AND
OPERATION HOPE**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made and entered into this July 1, 2018, by and between the CITY OF VISTA, a chartered municipal corporation ("City") and OPERATION HOPE, a California nonprofit corporation ("Subrecipient").

RECITALS

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds" CFDA No. 14.218) to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations").

B. The Act provides that the City may use CDBG funds to engage organizations to provide eligible services for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide emergency shelter to families and single women and provide weekly case management support and classes to build client skill sets in order to prepare them for success in independence.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SUBRECIPIENT OBLIGATIONS

1.1 **Provision of Eligible Services; Use of CDBG Funds.** Subrecipient hereby agrees to provide those services described in Exhibit A ("Services" or "Project"), which is attached hereto and incorporated herein by this reference. For performing the Project, Subrecipient shall receive the compensation set forth in Exhibit B, Project Compensation, which is attached hereto as Exhibit B and incorporated herein by this reference. Subrecipient understands that the Project Compensation will be paid from CDBG funds and such amounts shall be received and utilized solely for the Project pursuant to all of the terms and conditions of this Agreement. Only actual expenses incurred by Subrecipient are eligible for reimbursement, and then only to the extent allowed by this Agreement. In no event shall Subrecipient be eligible to receive compensation pursuant to this Agreement in excess of the maximum amount set forth in paragraph 2.1 of this Agreement.

1.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the regulations applicable to Subrecipient.

b. No condition or characteristic of Subrecipient makes it ineligible to receive CDBG funds under the Act and the regulations.

c. Subrecipient will not use facilities, conduct the Project, or incur expenses in a manner which conflicts with or is unpermitted under the Act or for projects funded with CDBG funds.

d. The Project, as performed by Subrecipient, will not be subject to the Davis-Bacon Act, 40 USC Sections 276a et seq., as amended from time to time.

e. The Project, as performed by Subrecipient, will not necessitate compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC Section 4601 et seq., as amended from time to time.

f. The Subrecipient is not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

1.3 Compliance with Law. Subrecipient shall perform the Project and operate the facility, if any, in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally-recognized Indian Tribal Governments"

b. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, effective December 26, 2014;

c. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

d. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

e. If Subrecipient is a religious organization, as defined by the regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations.

1.4 Licenses, Permits, Fees and Assessments. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the Project and the operation of the facility.

1.5 Personnel and Participant Conditions.

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive

Order 13166, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of Vista and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of Vista shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

(5) Access to Service for Persons with Limited English Proficiency. The Subrecipient will take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficiency (LEP) persons as provided in President's Executive Order 13166 of August 11, 2000. The City of Vista shall provide the Subrecipient with guidelines necessary for compliance.

b. Affirmative Action

(1) Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the City of Vista's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The City of Vista shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

(2) W/MBE. The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female

business enterprise" means a business at least 51% owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement and binding upon the City of Vista, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of Vista, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the Project."

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

2.0 DISBURSEMENT OF CDBG FUNDS

2.1 Maximum Amount of CDBG Funds. The maximum amount of CDBG funds to be provided to Subrecipient is \$24,740. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

2.2 Method of Payment. Unless otherwise specified in Exhibit "A", at least quarterly, Subrecipient shall submit to the Contract Officer an invoice, in a form acceptable to the City, setting forth the value of the services and the amounts or reimbursable expenses actually incurred by Subrecipient for the Project; provided that said services or expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which payment is sought, a description of the services or expense,

the total budgeted amount for the category, the amount requested to be paid for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all services and expenses stated on the invoice which are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

2.3 Program Income. Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the Project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this Agreement. Program income and expenditures shall be reported to the City at least quarterly.

2.4 Separation of Funds. The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

2.5 Indirect Costs. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of Vista share of administrative costs and shall submit such plan to the City of Vista for approval.

3.0 PERFORMANCE SCHEDULE

3.1 Schedule of Performance. Subrecipient shall commence, prosecute and complete the Project within the time periods established in the "Statement of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 Term. Unless earlier terminated in accordance with Section 7.4 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2019.

3.3 Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all unearned CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of \$25,000, Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR Section 570.208 for a period of five years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse the City in an amount (together with any amounts previously repaid to the City) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG funds and/or other program income used to acquire or improve the property and denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

4.0 COORDINATION OF WORK

4.1 Representative of Subrecipient. The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

4.2 Contract Officer. Contract Officer shall be the City's CDBG Administrator or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than 25% of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

4.5 Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Vista, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4.6 Lobbying. The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or co-operative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.0 INSURANCE AND INDEMNIFICATION

5.1 **Insurance.** Subrecipient agrees to defend, indemnify and save harmless City, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the City, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of arising out of, or in any manner connected with Subrecipient's performance under the terms of this Agreement, excepting only liability arising out of the sole negligence of the City. This indemnity shall survive the termination of this Agreement.

Without limiting Subrecipient's indemnification, it is agreed that Subrecipient shall maintain in force at all times during the performance of this Agreement the following policy or policies or insurance covering its operations:

a. Comprehensive General Liability, including Contractual Liability, products and completed operations liability, and Business Automobile liability, all of which shall include both bodily injury and property damage, with a combined single limit of \$2,000,000.00.

b. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Subrecipient's liability insurance policy shall contain the following clauses:

1. The City of Vista is named as additional insured as respects operations of the named insured performed under contract with the City; and

2. It is agreed that any insurance maintained by the City shall apply in excess of and not contribute with, insurance provided by this policy;

3. All insurance policies required by this paragraph shall contain the following clause: This insurance shall not be canceled, limited or non-renewed until after 30 days written notice has been given to the City.

Certificates of insurance evidencing the coverage required by the clauses set forth above shall be filed with the City prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by the City to compensate Subrecipient under this Agreement.

6.0 ADMINISTRATIVE REQUIREMENTS

6.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable for all costs incurred whether charged on a direct or indirect basis.

6.2 Documentation and Record-Keeping

a. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specific in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
 - (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - (3) Records required to determine the eligibility of activities;
 - (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - (6) Financial records as required by 24 CFR Part 570.502, and Part 84;
- and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five years after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. Records for any displaced person must be kept for five years after he/she has received final payment.

6.3 Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of Vista monitors or their designees for review upon request.

6.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of Vista's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

6.5 **Property Records.** The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

6.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

6.7 **Performance Monitoring.** The City of Vista will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of Vista will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of Vista, contract suspension or termination procedures will be initiated.

6.8 **Close-Outs.** Subrecipient obligation to the City of Vista shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Vista), and determining the custodianship of records.

6.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City of Vista, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of Vista or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

7.0 **ENFORCEMENT OF AGREEMENT**

7.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Diego, State of California, the United States District Court for the San Diego District of

California, or any other appropriate court in San Diego County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten days of service of such notice and completes the cure of such default within 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

7.3 Remedies Upon Default by Subrecipient. In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the Project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement;
- d. Withhold further awards for the Project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds which the City determines were not expended in compliance with the requirements of this Agreement, the Act or the regulations.

7.4 Termination.

- a. For Cause. The City may terminate the Agreement in whole, or in part, whenever the City determines that the Subrecipient has failed to comply with the terms and conditions of the Agreement.
- b. For Convenience. The Parties may terminate the Agreement in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- c. Due to Reduction or Termination of CDBG Funding. At the discretion of the City, the Agreement may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the City.

7.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

7.8 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgement.

8.0 CITY OFFICERS AND EMPLOYEES

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Compliance with Code. Subrecipient agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Subrecipient to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Agreement, Consultant warrants and covenants that it is adequately informed regarding the obligations and duties imposed by the Conflict Laws and that to the best of Subrecipient's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Subrecipient from participation in any decisions arising out of the performance of this Agreement. Prior to commencement of any work in the performance of this Agreement, Subrecipient shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Subrecipient further

agrees that no employee, agent or subcontractor for Subrecipient shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

9.0 MISCELLANEOUS PROVISIONS

9.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. Any change to the Subrecipient address must be made in writing. Notice shall be deemed communicated at the time personally delivered or in 72 hours from the time of mailing if mailed as provided in this Section.

To the City:	City of Vista 200 Civic Center Drive Vista, California 92084 Attention: CDBG Program Administrator
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To the Subrecipient:	Operation HOPE 859 East Vista Way Vista, CA 92084 Attn: Executive Director
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9.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement.

9.6 **Nationality Act.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and

Nationality Act, 8 U.S.C.A. §1101, et seq. as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Subrecipient so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Subrecipient hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

[continued on following page]

9.7 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.


CITY OF VISTA, a chartered municipal corporation

By: 
Patrick Johnson, City Manager

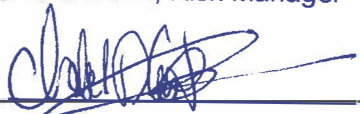
ATTEST:
Kathy Valdez, City Clerk

By: 

APPROVED AS TO FORM:
Darold Pieper, City Attorney

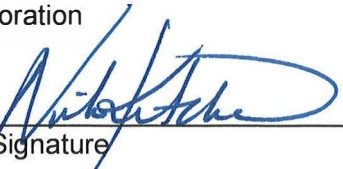
By: 

RISK MANAGEMENT REVIEW:
Dolores Gascon, Risk Manager

By: 

APPROVED
Jonathan B. Stone
1559 082318

Operation Hope, a California nonprofit corporation

By: 
Signature

Nicole Kether
Print Name

Director of Resource Development
Title

By: 
Signature

Stacey M. Proctor
Print Name

Executive Director
Title

EXHIBIT A

STATEMENT OF WORK

Term of Contract: July 1, 2018 – June 30, 2019
Agency: Operation HOPE - Vista
Address: 859 E. Vista Way Vista, CA 92084
Contact Person: Nicole Ketcher, Director of Resource Development
Phone: 760.536.3880 ext. 303
Project Name: Operation HOPE

PROJECT GOALS AND OBJECTIVES

Goal: Reduce the number of families experiencing homelessness.
Objective: Provide emergency shelter to families and single woman and provide weekly case management support and classes to build client skill sets in order to prepare them for success in independence.

PERFORMANCE MEASURES

1. Provide shelter, food, and classes to a minimum of 210 individuals.
2. Provide weekly case management to all families staying at the shelter.
3. Ensure 100% of school- aged children at the shelter will be enrolled in school and attending regularly.
4. A minimum of 75% of families that complete their case management plan will move into transitional shelter or permanent housing upon exiting the program.

REPORTING AND OTHER REQUIREMENTS

1. Submit performance reports quarterly, by the 15th day of the month following the end of the reporting period (October, January, April, and July). Reporting forms provided by the City must be utilized. Quarterly reports must be submitted regardless of whether any activity took place during the reporting period.
2. Submit expenditure reports and reimbursement requests quarterly, by the 15th day of the month following the end of the reporting period (October, January, April, and July). Expenditure and reimbursement request forms provided by the City must be utilized. Backup documentation for all expenditures must be included. Quarterly reports must be submitted regardless of whether any funds were expended during the reporting period.
3. Attend Vista CDBG Grantee Workshop(s).
4. Ensure program/agency information is included on 211 San Diego.

EXHIBIT B**BUDGET**

Term of Contract: July 1, 2018 – June 30, 2019

Agency: Operation HOPE - Vista

Address: 859 E. Vista Way Vista, CA 92084

Contact Person: Nicole Ketcher, Director of Resource Development

Phone: 760.536.3880 ext. 303

Project Name: Operation HOPE

Budget Category	Amount
a. Salaries and Wages	\$24,740.00
b. Fringe Benefits	
c. Consultant/Contract Services	
Total Personnel Budget	\$24,740.00
a. Office Rent	
b. Utilities	
c. Telephone	
d. Office Supplies	
e. Equipment	
f. Printing/Duplication	
g. Travel/Conferences	
h. Other	
Total Non-Personnel Budget	
TOTAL PROJECT BUDGET	\$24,740.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Lisa Figueroa PHONE (A/C No, Ext): 818.539.8620 E-MAIL ADDRESS: lisa_figueroa@ajg.com		FAX (A/C, No): 818.539.8720
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Vista Community Clinic 1000 Vale Terrace Vista, CA 92084	INSURER A: Nonprofits' Insurance Alliance of CA		
	INSURER B: Quality Comp Inc		
	INSURER C: USE NORGR1 - NORCAL Mutual Insurance		33200
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 540041d23

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		201828977NPO	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			201828977NPO	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			201828977UMBPO	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0150351011	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Medical Professional Retro Date 12/12/1986 Claims-Made form			709239	10/1/2018	10/1/2019	per claim \$2,000,000 Aggregate \$4,000,000

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

Policy: Improper Sexual Conduct
Policy Term: 10/1/2018 to 10/1/2019
Policy#: 201828977NPOCarrier: Nonprofits' Insurance Alliance of CA
Each Claim: \$1,000,000 Aggregate: \$3,000,000

Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage evidence only.

CERTIFICATE HOLDER**CANCELLATION**City of Vista
Attn: CDBG Program Administrator
200 Civic Center Drive
Vista CA 92084

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

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RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #16608).

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit

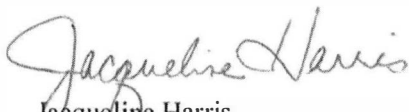
Term of Coverage

Effective Date: January 1, 2018

Expiration: January 1, 2019

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,


Jacqueline Harris
Director of Underwriting
RPS Monument

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

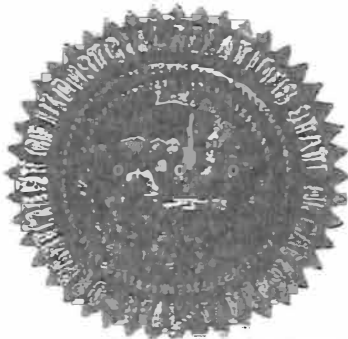
CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

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

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December 2004


MARK T. JOHNSON
MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA


JOHN M. REA

DIRECTOR

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

**DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS**

11050 Olson Drive, Suite 230
Rancho Cordova, CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 11th of December 2017

A handwritten signature in cursive script, appearing to read "Lyn Asio Booz".

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Monument Insurance Services
255 Great Valley Parkway, Suite 200
Malvern, Pa 19355

NUMBER : 4515 - 0035

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Vista Community Clinic

(Name of Affiliated)

STATE OF INCORPORATION CA

Quality Comp, Inc.

(Master CertificateHolder)

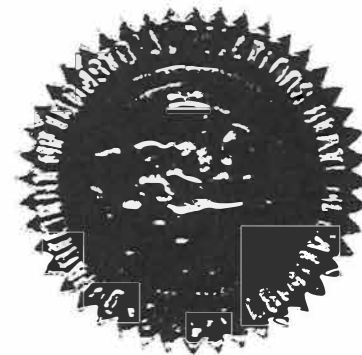
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : October 1, 2011

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



Jon Wroten, Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

POLICY NUMBER: 2018-28977
Named Insured: Vista Community Clinic

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.