

GREAT FUTURES START HERE.



**CONTINENTALS OF OMEGA
BOYS & GIRLS CLUB**

Attention:
Housing and Community Development Division, City of Vallejo
200 Georgia Street, Vallejo, Ca 94590

**Continentials of Omega Boys and Girls Club
CDBG Program Funding Proposal
FY 2015/2016**

RECEIVED
City of Vallejo
Housing and Community
Development Division

JAN 29 2015

Referred to _____

RFP Contact Person:
Rey L. Amador
COBGC Executive Director
RAmador@OmegaBGC.org
C: 415.756.0858
O: 707.643.1729
F: 707.643.2290
www.OmegaBGC.org

1. Agency Information; and Key Personnel and Their Resumes and Qualifications

Jessica Williams

Seeking a position as an After School Coordinator

1417 Humbolt Drive - Suisun City, CA 94585
ms.jwilliams89@gmail.com - (707) 386-5534

- Positive and Proactive
- Actively involved in community outreach.
- Strong interpersonal, communication and organizational skills. Work effectively both as a team member and independently.
- Demonstrated ten years experience in computer operations with exceptional ability to quickly master new software and apply its full range of capabilities.
- Proficient in Microsoft Office: Word, Excel, PowerPoint, Publisher and Access. Able to quickly master new software

WORK EXPERIENCE

Office Manager

Glenn's Home and Commercial - Fairfield, CA - October 2013 to Present

Responsibilities

- Knowledge of construction industry
- Customer Service
- Implement procedures and guidelines
- Manage multiple priority projects simultaneously.
- Schedule appointments with clients and real estate agents.
- Create estimates and process invoices for completed jobs.
- Expert at operating Microsoft word, Excel, QuickBooks online pro, and multiple phone lines.
- Property Evaluation.
- Database management
- Payroll Technician.
- Cash Disbursements

Accomplishments

Created an easier method of inputting data into a tracking system for the company.

Skills Used

Creating pamphlets, marketing outreach to social media and built and maintained relationships with cliental.

College Advisor and Academic Tutor

Solano County Educational Consortium - Vallejo, CA - April 2008 to May 2013

- Knowledge of high school graduation requirements, UC and CSU and private school admission
- Provided various resource and outreach to low-income families.
- Experience working with people from diverse ethnic and economic backgrounds.
- Provided mentorship to over 75 middle school students at Solano Middle School in Vallejo Ca.
- Developed and maintained a college and career club at Springstowne Middle School and successfully established a College and Career club at Solano Middle School.
- A-G Requirement workshops, pamphlets and creative boards and presentations.
- Public speaking skills
- Participated in monthly staff trainings, presentations and demonstrations.

-Participated as a scholarship reader for the Solano Hispanic Chamber of Commerce; Matt Garcia Scholarship.

-Organized and hosted a successful college and career week at Springstowne Middle School and Solano Middle School.

-Served as a chaperone in annual College and Career Summit to UC Berkeley where 200 middle school students from Solano Co. attended.

Girls Basketball Coach

Vacaville Christian High School and Will C. Wood High School - Vacaville, CA - September 2009 to November 2012

-Demonstrated leadership and communication in leading practices.

- Provide learning tools and drills to enhance individual and team skills.

- Organize and execute team social affairs.

- Participated in various basketball camps to gain ideas and new coaching methods

Program Specialist II

City of Vacaville - Vacaville, CA - June 2011 to September 2012

-Responsible for implementing, planning, leading, and directing lesson plans.

-Driving a city vehicle, or a personal vehicle for city business.

-Ensuring compliance with departmental policies, grant requirements, and safety procedures.

EDUCATION

BA in progress in Humanities and Cultural Studies

Dominican University - San Rafael, CA

2014 to 2015

SKILLS

Event planning, Quickbooks, Power Point Presentation, and Scheduling

Erica Candido
1141 Georgia St.
Vallejo, CA 94590
Phone: (707)534-0054
E-mail: ecandido88@gmail.com

OBJECTIVE

Professional, reliable, and courteous individual seeking an employment opportunity that can serve the community and stand as an advantage for personal growth as well as encouraging positive development for others.

WORK EXPERIENCE

Child Care Provider

June 2005 – Present

Babysitter/Nanny | Sacramento, CA & Vallejo, CA

I have worked with a number of families who needed extra care for their children during the summer, while they attended meetings, work, etc. My responsibilities were primarily the safety of their children, while at the same time providing them with activities to help enhance their development. I have experience with all ages beginning with toddlers up to 17 year olds.

Retail Sales Associate

August 2006 - Present

Bere's Bridal | Vallejo, CA

Retail

Responsibilities include event consulting, schedule appointments, plan meetings, plan and schedule fashion shows, inventory tasks, customer service, and sales.

Successfully arranged appointments for clients. Responsible for placing merchandise orders via phone or email and sending order confirmations out to clients. Provided clear and concise information to clients by telephone and in person. Excellent time management skills that allow for the multi-tasking of all responsibilities. Successfully managed fashion shows. Provided assistance to clients from helping them plan their events to choosing dresses and tuxedo styles for their wedding party—Strong work ethic, excellent customer service and communication skills. Very detailed and organized. Fast Learner and worked well with other employees.

Barista

May 2005 - July 2008

Starbucks Coffee | Benicia, CA

Food and Beverage Production

Preparing drinks, sales, customer service.

Constant interaction with customers while multi-tasking. Worked very well with team. Trained many new Baristas. Provided excellent customer service constantly. Great problem solver—Excellent Customer Care. Proficient in food/drink preparation.

EDUCATION

-Associates of Science Degree in Social Sciences

August 2003 - December 2009

Solano Community College | Fairfield, CA

-Bachelor of Arts Degree in Child Development (with emphasis in Community Settings) and a Minor in Counseling

August 2010 – May 2012

California State University- Sacramento | Sacramento, CA

SKILLS

| | |
|---|--------------|
| Detail oriented | Expert |
| Multi-tasking | Expert |
| MS Office: Word, Excell, Power Point | Intermediate |
| Clear oral and written communication skills | Expert |
| Decision Making and Problem Solving | Expert |

LANGUAGES

Bilingual: English and Spanish

(Fluent)

INTERESTS/ HOBBIES

I love children! I enjoy interacting and being a part of their growth and development because the outcome of their development is a great feeling of accomplishment. The activities I like (depending on age) are arts and crafts, outdoor play, reading to them, baking with them, games, singing and dancing, etc. Whatever the activity is I try to make it a learning process because it helps their language development, cognitive development, and growth.

REFERENCES

Catherine Warmerdam (916) 806-4466

Vilma Casanova (707) 280-1812

Mina Diaz (707) 319-0319



CONTINENTAL OF OMEGA
BOYS & GIRLS CLUB

2. Overview of Organization/Mission

CONTINENTALS OF OMEGA BOYS & GIRLS CLUB, INC.

Since

1966



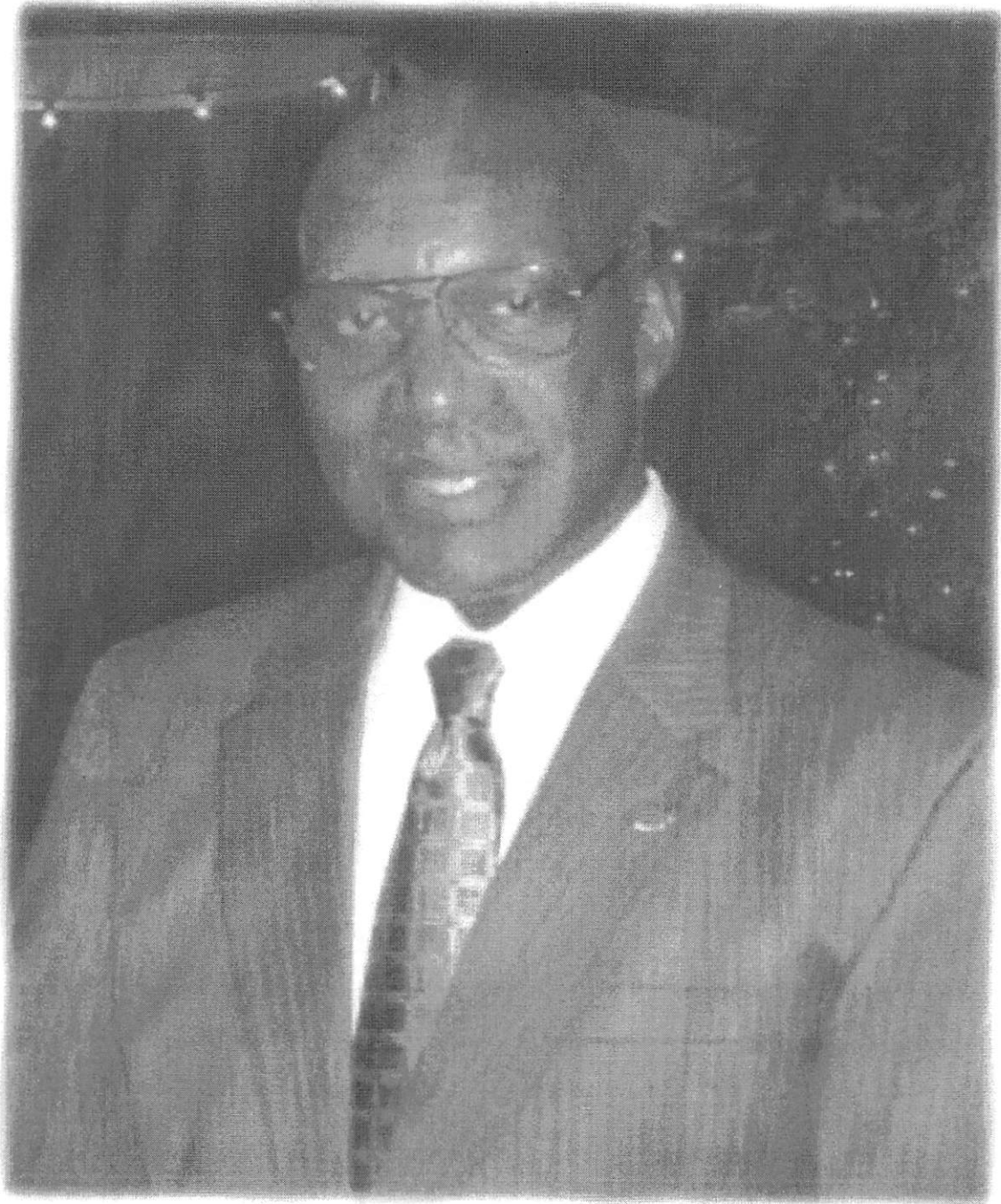
UPLIFT
SCHOLARSHIP
PERSEVERANCE
BROTHERHOOD/SISTERHOOD



BOYS & GIRLS CLUB

The Positive Place For Kids

PHILMORE GRAHAM



Our Mission: Motivating youth to do their best in life.

Our Vision: Provide a safe, positive place where members are nurtured academically and socially to become productive, responsible, family members and citizens.

History of the Continentals of Omega Boys & Girls Club

Who would have known that an encounter between Philmore Graham, a young naval engineer and six little boys playing football on a cold November day in 1966, would turn into an event that would help to shape the lives of hundreds of Vallejo's children. Philmore had watched those energetic little boys play football every day after school and finally decided to challenge their minds. He asked them to spell football. As a member of the Omega Psi Phi Fraternity, Philmore had been challenged to foster local community service activities to benefit young people. Deeply committed to helping children, Philmore had already devised a plan to help those little boys succeed not only in school but also in life. His plan included tutoring, life skills lessons and field trips. Those six boys rose to the challenge and became the charter members of what is now known as the ©2001 - 2009 Continentals of Omega Boys and Girls Club, Inc.

The boy's excitement level increased with each new encounter with "Mr. Graham". The excitement soon spread to their friends, who eventually joined them for afternoon tutoring sessions, sports activities, field trips and snacks. Philmore, his wife, JaMella Nelson Graham and Junior Director Richard Cross, provided everything. These early meetings focused on academic performance, proper etiquette, positive behavior and reading. Books were provided to any child that participated.

As more boys joined the Club, the Graham's realized the need to seek larger quarters. In 1968, they accepted an offer from Rev. Horace J. Morris of Friendship Missionary Baptist Church to house the Club and its members in the Parish House. John H. Jones and Jim Swindle joined the Graham's in their endeavors. In 1971, these three signed the Articles of Incorporation making the Boys Club a nonprofit organization. In 1976, the Club relocated to its present location at 555 Corcoran Avenue, Vallejo, California. This move afforded the Club an opportunity to serve more children and provide its members with a gymnasium, cafeteria, library, games room, study hall and computer lab. In 1990, after more than two decades as a Boys Club, the Club opened its doors to girls and became Continentals of Omega Boys and Girls Club, Inc.



Why We Stand Out

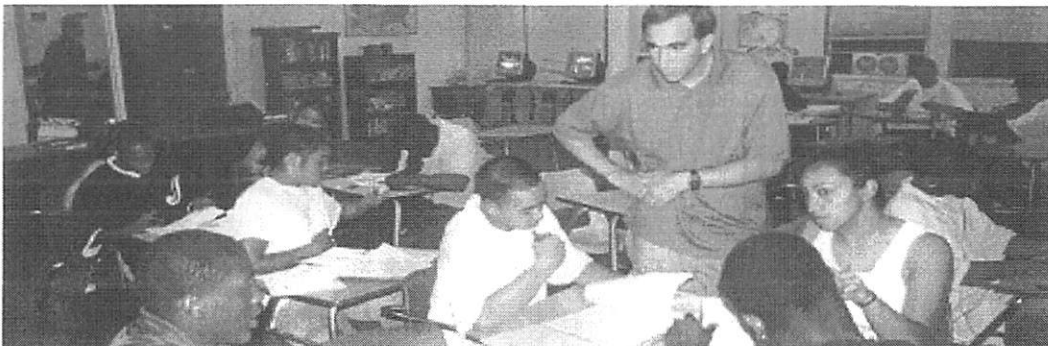
For over 40 years, the Club has been a safe haven for Vallejo's youth, expanding its services from academic assistance and recreational activities to include programs designed to meet the challenges faced by today's youth. Members now receive health information, counseling on social involvement, peer pressure resistance training, computer training, career exploration information as well as daily academic assistance.

Club members also participate in summer reading and math clinics, cultural activities, field trips, and attend professional sporting events. Members are required to read a book each month and to prepare a book report on each book read. This practice has enabled members to increase their reading comprehension and vocabulary skills and assisted more than 70% of the Club members to achieve honor roll status.

As a member of the national Boys and Girls Clubs of America, the Club promotes the health, education, social, vocational, and character development of its members. The principles of brotherhood, sisterhood, scholarship, perseverance, and uplift are encouraged as members strive to attain the highest standards of academic and social excellence in life. Approximately 500 members participate in the Club's programs and activities throughout the year, which includes study hall, workshops, community forums, teen dances, and other special programs.

Through the efforts of the Board of Directors, staff and contributions from the community, more than 500 youth have attended colleges and universities throughout the United States. 32 of the Club's members have obtained their Ph.D.'s. Many of these young people may not have had the opportunity to obtain a higher education without the guidance and financial assistance of the Club.

Other youth services organizations have incorporated the concept of academic achievement, mentoring youth and developing programs and community projects for them. Most notably, the San Francisco Omega Boys Club directed by Dr. Joseph Marshall and Jack Jacqua.



School Year Program

Academics

The Club offers an academic enhancement program called Power Hour which is a reading and comprehension program. Youth are able to receive help with homework and other academic needs during that time as well.

Sports & Fitness

These are a few of the physical activities we offer to help our members maintain a level of fitness:

- >Basketball >Baseball
- >Soccer >Double Dutch

We also offer hip-hop dance classes which help our members express themselves in a creative way.

Recreation

When our members have some down time, they are encouraged to participate in group activities. This is a way to develop friendships and strong relationships for life.

- >Pool >Air Hockey
- >Ping Pong >Board Games

Arts and Crafts

The children are encourage to express themselves both by music and making art projects

Nutrition Program

Our nutrition program on Mondays teaches our members how to eat properly and maintain a healthy diet. On Wednesdays, we offer hands-on cooking classes that prepare our members to learn about developing a healthy eating lifestyle.

Club Tech

Our computer lab is equipped with 50 computers available to Club members to use as follows:

- >Learn technology >Enhance their computer skills
- >Develop their motor skills >Improve reading competence



Summer Program

8:00am - 5:00pm

Early Bird 7: 00am start

Late Pickup from 5:00pm - 6:00pm

Ages 7-17

Educational Programs

>Math

>English

>HS Exit Exam Preparation

Summer Science Fairs

>Learn Science through hands on labs

Arts and Crafts

Computer Lab

Games

Physical Fitness

Breakfast, Lunch and Snack provided

Fieldtrips to theme parks, museums, exhibits, etc., at additional fee*

*Activities continue at club facilities for those not attending scheduled fieldtrips



Leadership

Keystone Club for Teens Founded in 1964, TEENS Supreme Keystone Clubs are chartered small-group leadership and service Clubs for boys and girls ages 14 to 18. As one of the premier teen character and leadership programs in America, Keystone Clubs help teen members become more productive citizens and leaders. Through engaging character and leadership development opportunities, keystoneing fosters positive peer interactions, encourages good citizenship and gives our nation's youth a voice.

Character and leadership development is at the heart of TEENS Supreme Keystone Club experience. Through club and community service projects, Keystoneers learn firsthand the importance of cultivating and exercising the virtues of compassion, tolerance, responsibility and citizenship.

Keystone Clubs consist of an adult advisor and eight to fifteen young people who elect their own officers and plan and implement their own activities. Keystone clubs conduct program activities in six various areas: Service to club and community, Character and leadership development, Education and career exploration, Unity, Free enterprise and Social recreation.

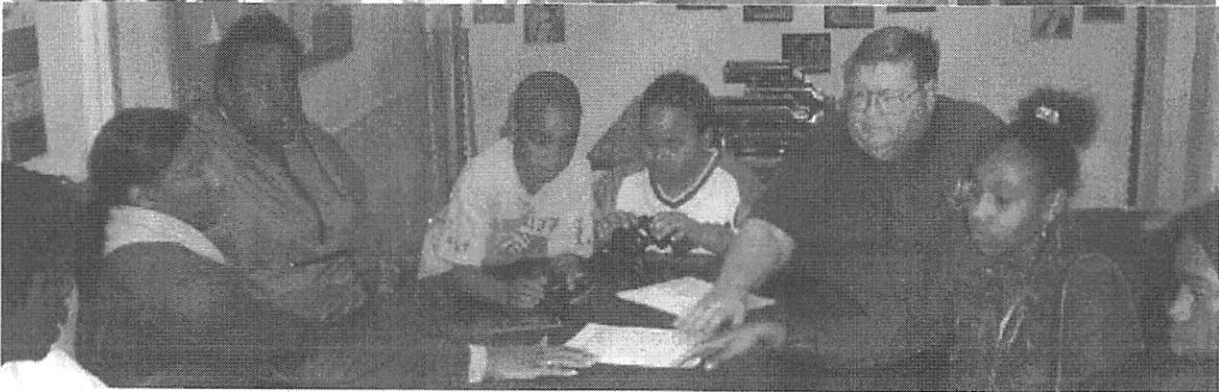
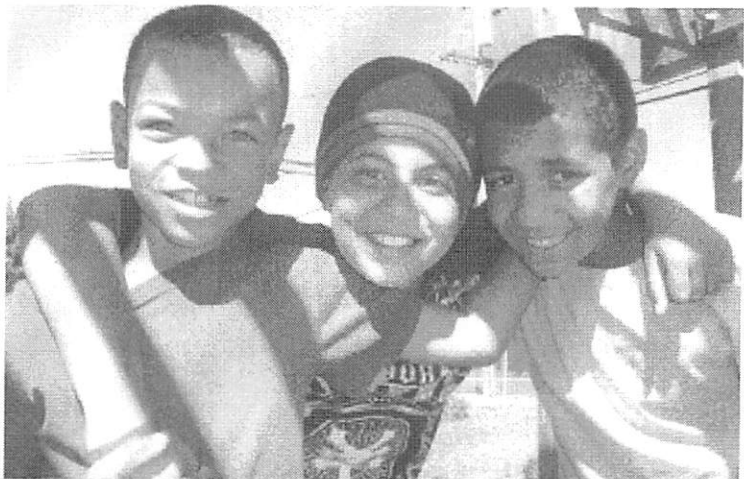
Members of Honor

Some of these children who went through the Keystone Leadership Programs are leaders today. They were the golden nuggets at the end of the rainbow that started in Philmore Graham's garage 36 years ago. Robert Rigsby, president-appointed superior court judge. Dr. Richard Wright, department head at Oracle. Minister Jason Vernon. Gregory Howard, the man behind "Ali" and "Remember the Titans." The super athletes who tossed footballs and baseballs as kids in the aging building at Mini and Corcoran: C.C. Sabathia, Joe Thurston, David Bernstine, and Bobby Brooks.

Through the efforts of the Board of Directors, staff and contributions from the community, more than 500 youth have attended colleges and universities throughout the United States. 32 of the Club's members have obtained their Ph.D.'s. Many of these young people may not have had the opportunity to obtain a higher education without the guidance and financial assistance of the Club.



UPLIFT-SCHOLARSHIP- PERSEVERANCE BROTHERHOOD-SISTERHOOD





Statement of Need

Now more than ever, community partners play a critical role in shaping the lives of America's young people. This is where Boys & Girls Clubs are uniquely positioned to make a significant difference. We have access to the youth who need us most, and a program that will help youth develop positive outcomes and achieve great futures.

In an effort to ensure that members achieve great futures, the Continentals of Omega Boys & Girls Club implements Power Hour, which has been identified as one of BGCA's targeted programs. Participation in this program helps drive academic success for our youth. In order to improve on this program we are in need of increasing our staff in order to give each child a better chance for academic success.

Recent studies by the National Center for Education Statistics demonstrate the need for additional academic support of youth in their out-of-school time. In 2009, only 33 percent of fourth graders, 32 percent of eighth graders and 38 percent of 12th graders read at or above the proficient level. At-risk or low-income youth fare even worse.ⁱ

Such struggling young people all too often experience a gradual process of disengagement from learning and school. According to a report from Education Week, about 1.3 million young people drop out of high school in America each year. That amounts to a loss of more than 7,000 students per day, or one student dropping out every 25 seconds. Nearly one-third (31 percent) of all public high school students fail to graduate high school with their class. Among minority students, only 56 percent of Hispanic, 54 percent of African American, and 51 percent of American Indian and Alaska Native students in the U.S. graduate with a diploma, compared to 77 percent of white students and 81 percent of Asian Americans.ⁱⁱ

We can find similar patterns of student underachievement in our community. In Vallejo the dropout rate is currently at 53%, which means only 47% of our youth graduate. This number is unacceptable, as a Club, increasing our Power Hour program staffing, and developing a stronger relationship with the Vallejo City Unified School District would greatly assist in helping curb the dropout rate.

In addition, many young people face common challenges that can prevent them from completing their homework consistently on a daily basis, such as:

- **Competing demands on their time.** Whether watching television, working at an after-school job or caring for younger siblings, students have many activities that compete for time after school.
- **Negative attitude toward homework.** Children regularly describe homework as tedious, boring, lonely and pointless. Peer pressure can also contribute to students' negative attitudes toward completing their homework.
- **Lack of motivation.** The most common trait among children who do not successfully complete assignments, and who ultimately drop out of high school, is a pronounced lack of motivation. When children begin to perceive that other students are thriving, they label themselves as failures and quietly resign from their studies. Moreover, young children in disadvantaged circumstances often observe the failures of older teens and young adults,

and make an assumption – though they may not verbalize it – that the world is not a level playing field.

- **Emotional or social problems.** Substance abuse, social isolation and emotional problems such as anxiety, depression, aggression, compulsion or anti-social behaviors, can lead to isolation and withdrawal.
- **Learning disabilities.** Some students are hampered by a learning disability. A short attention span and distractibility, coupled with poor academic performance, are the hallmarks of Attention Deficit Disorder (ADD). After professional assessment and possible medication, additional adjustments can be made to assist the child in overcoming such barrier to academic success. For youth who have not yet been diagnosed, their inability to concentrate can lead to homework difficulties or failure.
- **Absence of support.** An absence of nurturing parental support can produce feelings of ambiguity, passivity, negativity or downright hostility in young learners. Parents who fail to interact positively with their children sometimes pave the way for underachievement. Even some bright children underachieve to get the attention of parents who are preoccupied with careers or social engagements.

Taken together, these obstacles present a formidable barrier to successfully completing homework; becoming engaged, self-directed learners; and ultimately, graduating on time from high school with a plan for a postsecondary education and a career.

Responding to the Need

Research studies confirm that homework completion does make a difference in helping youth become more confident, happy and successful in school. In a study of after-school homework assistance programs across the country, participating students and parents were surveyed.

- Eighty to 90 percent of parents surveyed believed that their children acquired **new skills** and became **more confident learners** as a result of the homework assistance program.
- Eighty-five percent of parents said that, as a result of homework assistance programs, their children **enjoyed school more and improved their attendance.**
- Seventy-five percent said the homework assistance program helped their children **get along better with family members.**
- Seventy-five percent of children surveyed said they learned that **hard work pays off.**ⁱⁱⁱ

Research also shows that completion of homework is important for academic success. In a review of studies of after-school programs providing homework assistance, the National Partnership for Quality Afterschool Learning stated, "Most researchers have found that students who complete homework assignments have higher academic grades than students who do not complete homework assignments."^{iv}

Out-of-school programs that complement homework help with academic enrichment activities that build or reinforce the skills and knowledge youth are learning in school can have a deeper impact. The same literature review showed that such programs can produce youth outcomes such as:

- positive relationships with adults
- increased self-efficacy
- taking personal responsibility for their own learning
- identifying more positively with school

Power Hour helps drive positive outcomes for youth in the area of academic success by extending learning beyond the school day. It offers a structured time and place for Club staff and volunteers to help members **complete their homework** – and start each school day better prepared and with a sense of confidence and competence. As members complete homework assignments and participate in **fun, hands-on activities that reinforce their learning**, they earn Power Points that they can redeem for incentive prizes and special privileges. In addition, Power Hour offers small-group or one-on-one **tutoring assistance** for members identified as needing additional help with specific subjects or skills.

Power Hour's underlying philosophy is that the benefits of homework are not only academic, but also behavioral and social. Beyond the academic benefit, consistent homework completion helps young people develop **valuable organizational and interpersonal skills** – including time management, prioritizing, task completion and working cooperatively with others. These skills are necessary for achievement in school and are a foundation for a successful life.

Power Hour enables Clubs to provide **extra attention** and **focused assistance** to at-risk members and those in need of motivation and direction. With the proper guidance and support, every Club member has the chance to develop **self-directed learning skills** and to be successful in school.

Club **staff and volunteers** who are **encouraging, nurturing role models** are the heart of the program and the key to its success. Ask successful adults to whom they credit their success, and many cite mentors who inspired them at a critical time. Mentors can be parents or older siblings; often they are teachers or other members of the community.

Power Hour also promotes **open communication** between the program staff and **parents**, and between staff and **classroom teachers**. A partnership among staff, parents and teachers helps to foster learning and provides an enriched support network for Club members enrolled in Power Hour.

Our participation in *Power Hour* sends a clear message to our members, parents, teachers and others in our community that Continentals of Omega Boys & Girls Club values academic success, and we can make a difference.

Program Implementation and Measurement

At our the Continentals of Omega Boys & Girls Club main site, our Academic Director, Jessica Williams, and Academic Coordinator, Marjorie Burton, run all aspects of Power Hour four days a week, Monday through Thursday, we also offer Friday homework assistance if any of our Members need the extra help. Jessica meets with each of our parents and students as they join the Club to discover the child's academic, behavioral and attendance concerns so she knows where they need to focus. Jessica has also made the effort to connect with the school sites, and meet the teachers of our Club Kids; this outreach helps build a trusting relationship, which also gives her the knowledge on assignments and what other issues the children may face at school.

Measuring the degree to which youth participants achieve Power Hour's desired outcomes is a critical aspect of how the program is implemented. Data is collected through our **unique identifier system, Membership Tracking** system using indicators such as:

- how frequently youth attend the program
- their rate of homework completion during Power Hour
- changes in their attitude toward learning
- patterns of improvement in their school grades
- whether they are promoted to the next grade on time each year

4. List of Board of Directors and Their Expertise

COBGC Board Members

EXECUTIVE BOARD

Philmore Graham
Founder/President Emeritus

Gerald Gordy, President
Place of Employment: Home Depot
Title: Regional Human Resources Manager
Phone Number: 949-285-9876
Expertise offered to the Club:
Human Resources Management, Organizational
Development, Club Legacy expertise, Leadership

Clarence Turner, Secretary
Place of Employment: Local Business Owner
Title: Local Community Leader & Entrepreneur
Phone Number: 707.333.7861
Expertise offered to the Club:
Business Management

Jerry Miller, Treasurer
Place of Employment: State of California
Title: Auditor
Phone Number: 916.705.2701
Expertise offered to the Club:
Tax Advisor (State & Federal)

Richard Wright, Ph.D, Parliamentarian
Place of Employment: Oracle
Title: Director of Software Development
Phone Number: 650.633.5823
Expertise offered to the Club:
Technical

BOARD OF DIRECTORS

Ken Hendrix
Place of Employment: Retired (E.P.A)
Title: Chemist
Phone Number: 707.328.7668
Expertise offered to the Club:
Fraternity & Sorority Liaison, Tutor

Ro Lofton
Place of Employment: Kaiser Permanente,
Vallejo
Title: Clinical Adult Services Director
Phone Number: 707.552.4257
Expertise offered to the Club:
Healthy Living & Healthcare

Shelee Loughmiller
Place of Employment: Retired Business Mgmt
Coach
Phone Number: 707.812.0546
Expertise offered to the Club:
Human Resources Management, Organizational
Development, Leadership, Community Outreach

Ken Maxey
Place of Employment: Comcast
Title: Director of External Affairs
Phone Number: 510-363-7980
Expertise offered to the Club:
Public Relations & Youth Development

Scott Peterson
Place of Employment: The Hill-Vallejo
Title: Senior Pastor
Phone Number: 707-644-4451
Expertise offered to the Club:
Organization, leadership development, pastoral
care

Robert Rigsby
Place of Employment: District of Columbia
Superior Court
Title: Judge
Phone Number: Chambers: 202.879.4344;
Cell: 202.577.4959
Expertise offered to the Club:
Law and Leadership

5. Authorizing Governing Board Resolution, (Including Roll Call Vote)



CONTINENTALS OF OMEGA
BOYS & GIRLS CLUB

Governing Board Resolution

The Board of Directors (The Board) of the Continentals of Omega Boys & Girl Club in Vallejo, California (The Club) agrees on this day, Thursday, January 29, 2015 hereby makes the following resolution:

Whereas the Club strives to achieve success as a Boys and Girls Club and strengthen our impact in the community, The Board resolves to fully support the Club's application for the "Vallejo City Community Development Block Grant."

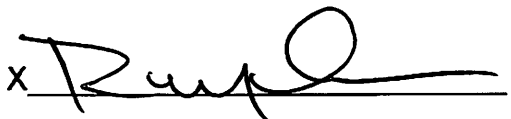
THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:

We, the Governing Board of Directors do hereby provide a resolution authorizing signatory, to do business for the entity, and to seek a commitment of City funds under these programs.

Roll Call Vote

| | |
|---------------------|-----|
| Gerald Gordy | Yea |
| Clarence Turner | Yea |
| Jerry Miller | Yea |
| Dr. Richard Wright | Yea |
| Ken Henderson | Yea |
| Ro Lofton | Yea |
| Shelee Loughmiller | Yea |
| Ken Maxey | Yea |
| Scott Peterson | Yea |
| Judge Robert Rigsby | Yea |

I hereby certify that the foregoing a full, true, and correct copy of a resolution duly passed and adopted by The Board of Directors of Continentals of Omega Boys and Girls Club.

x 

Date: 1/29/15

Rey L. Amador – Executive Director

12. Organizational Viability

COBGC 11 - Pillars of Prosperity Sustainability Plan

1. Expansion

Develop satellite learning centers in multiple communities in need of youth services throughout Vallejo.

2. Business Partnerships

In hopes to increase our donor base and to expose the youth to a variety of interests, we will work towards increasing our visibility and community awareness, specifically with local businesses and organizations to attract more people who have a passion for their particular crafts, and who are willing to donate their time to provide the youth with a rewarding learning experience using their professional perspective, skills, and talents.

3. Academic Partnerships

Partner with local colleges and universities to draw in tutors, potential employees for new programs, and for informational workshops for the youth. Strengthen our partnership with VCUSD, and work towards joint applications to increase the availability of academic programs.

4. Faith Based Partnerships

Reach out to the faith based community to increase awareness and support

5. Community Partnerships

Increase community awareness and support through community outreach and public workshops at our clubhouse, and establish our location as a voting poll.

6. Fraternity & Sorority Partnerships

Increase involvement and support from various Fraternities and Sororities

7. Grants

OJB BGCA, Valero, Kaiser, PG&E, Lowe's, Google, and Microsoft

8. Building Repair & Maintenance

Weekly member participation in club cleanup, monthly staff & volunteer site cleanup, interior makeover (paint and décor)

9. COBG Club Rentals

Youth Organizations, Tournaments, Private Events, Community/Organization Meetings, Church Congregations, Voting Poll, PB Assemblies

10. Fundraisers

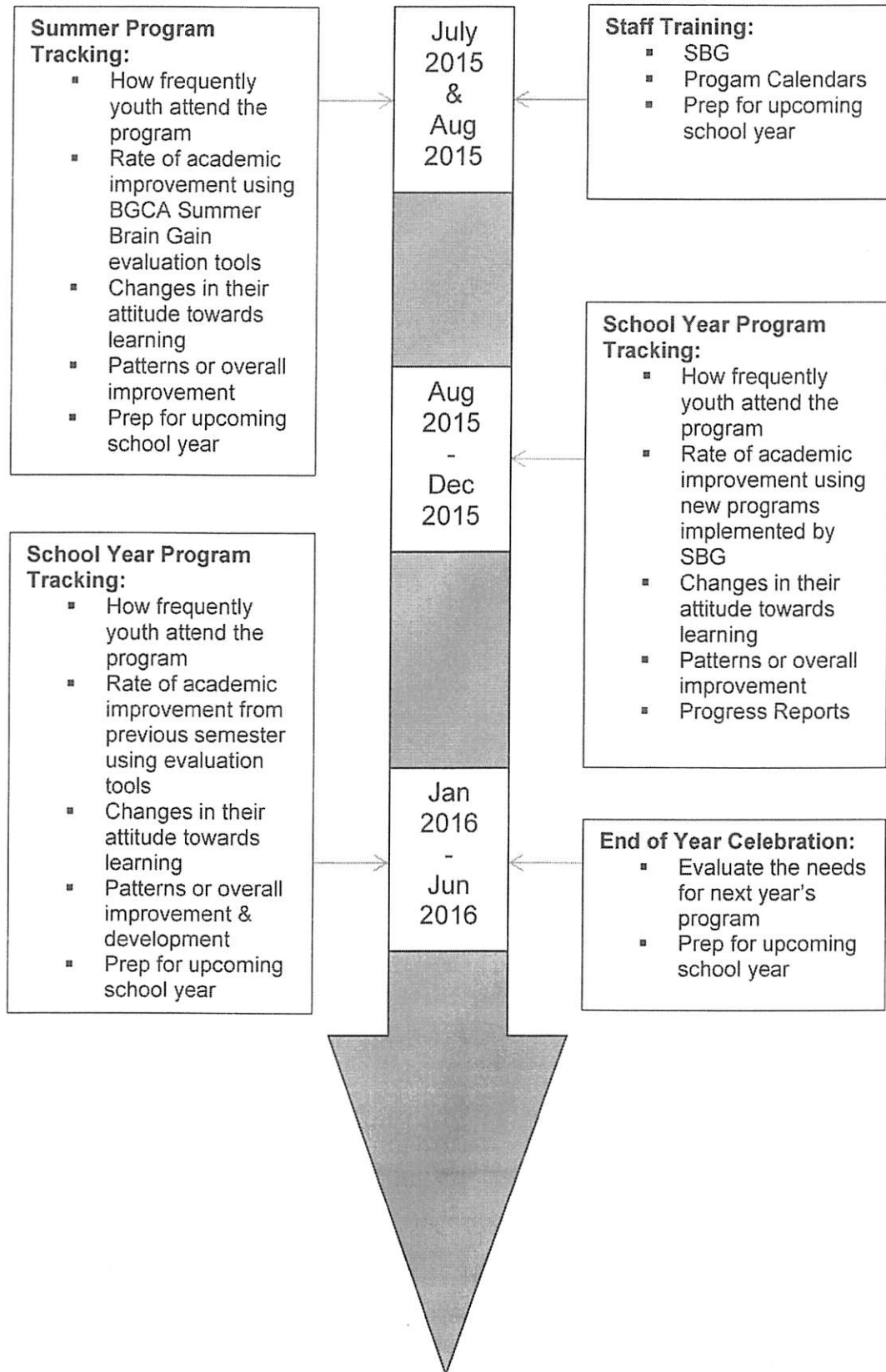
Guardians of Youth Gala 50th Anniversary, Casino Night, Ball-Out 2k15 (Basketball Tournaments), Ross Cause Marketing Campaign, Omega Golf Tournament, 5th Grade Dance, Valentine's Day Dance, Bowl for Our Youth, Summer Program

11. Board Development

Review, update, and enforce policies and processes

13. Timeline/Project Schedule

City of Vallejo Community Development Block Grant Proposal Timeline



14. Program and Overall Organizational Budgets

**FINANCIAL BUDGET
FISCAL YEAR
2012 - 2013**

| Funding | Events | BGCA | Bingo | Donations | Facility/Rental | Fundraisers | Grants | Program | Totals |
|--|---------------------|--------------------|---------------------|---------------------|---------------------|--------------------|----------------------|----------------------|----------------------|
| 5th Grade Dance | \$ 5,000.00 | | | | | | | | \$ 5,000.00 |
| BGCA Pass Through Grant for Middle School after School program | | \$ 5,000.00 | | | | | | | \$ 5,000.00 |
| Bingo | | | \$ 24,000.00 | | | | | | \$ 24,000.00 |
| Board Contributions (11 Board of Directors 5 Advisory Board) | | | | \$ 32,000.00 | | | | | \$ 32,000.00 |
| Block Grant (academic and Senior meals) | | | | | | | \$ 28,162.50 | | \$ 28,162.50 |
| Bowl For Youth (November 2, 2013) | | | | | | \$ 4,000.00 | | | \$ 4,000.00 |
| Club Van (@ \$275 week x 37 weeks)+ Summer \$1per child trips 70 kids 9 weeks 3 field trips per week | | | | | | | | \$ 12,065.00 | \$ 12,065.00 |
| Donations | | | | \$ 10,000.00 | | | | | \$ 10,000.00 |
| Facilities | | | | | \$ 3,000.00 | | | | \$ 3,000.00 |
| Guardians of Youth Gala | \$ 25,000.00 | | | | | | | | \$ 25,000.00 |
| It Just Takes One Giving Campaign | | | | \$ 5,000.00 | | | | | \$ 5,000.00 |
| Kaiser Grant | | | | | | | \$ 15,000.00 | | \$ 15,000.00 |
| Kohl's | | | | \$ 8,000.00 | | | | | \$ 8,000.00 |
| Levy Restaurant (Sears Point) NASCAR | | | | | | \$ 3,000.00 | | | \$ 3,000.00 |
| M.I.T. (\$1,600.00 10 mos) + \$100 for 2 mos) | | | | | \$ 16,200.00 | | | | \$ 16,200.00 |
| Membership Fee (Main & Vallejo Charter 20 X \$50) | | | | | | | | \$ 6,000.00 | \$ 6,000.00 |
| OJP | | | | | | | \$ 10,000.00 | | \$ 10,000.00 |
| Omega Theta Pi (Golf Proceeds) | \$ 9,000.00 | | | | | | | | \$ 9,000.00 |
| Participatory Budget Gym \$60, Garden \$5 | | | | | | | \$ 65,000.00 | | \$ 65,000.00 |
| Regal | | | | | | | \$ 1,562.00 | | \$ 1,562.00 |
| Spring Program (30 kids 2 weeks) | | | | | | | | \$ 3,000.00 | \$ 3,000.00 |
| Summer Program (80 kids X 9 weeks) | | | | | | | | \$ 36,000.00 | \$ 36,000.00 |
| United Way | | | | \$ 5,000.00 | | | | | \$ 5,000.00 |
| VCUSD school 38 weeks | | | | | | | | \$ 95,000.00 | \$ 95,000.00 |
| Walmart | | | | \$ 2,500.00 | | | | | \$ 2,500.00 |
| Total | \$ 39,000.00 | \$ 5,000.00 | \$ 24,000.00 | \$ 62,500.00 | \$ 19,200.00 | \$ 7,000.00 | \$ 119,724.50 | \$ 152,065.00 | \$ 428,489.50 |
| | | | | | | | | | |
| | | | | | | | | | |

**FINANCIAL BUDGET
FISCAL YEAR
2012 - 2013**

| | Events | BGCA | Bingo | Donations | Facility/Rental | Fundraisers | Grants | Program | |
|--|---------------------|--------------------|-------------|--------------------|---------------------|--------------------|---------------------|----------------------|----------------------|
| 5th Grade Dance (Lighting 500, food \$1,000, Paper, printing) | \$ 1,500.00 | | | | | | | | \$ 1,500.00 |
| ALP Training | | | | | | | | \$ 3,000.00 | \$ 3,000.00 |
| Advertising & Marketing (Brochures, staff shirts, advertising, holiday cards, thank you cards) | | | | | | | | \$ 2,000.00 | \$ 2,000.00 |
| Bank Monthly fees | | | | | | | | | \$ - |
| BGCA Membership OCTOBER 1, 2013 | | \$ 2,505.00 | | | | | | | \$ 2,505.00 |
| Bookkeeper (Proposed) (\$350 month) | | | | | | | | \$ 4,200.00 | \$ 4,200.00 |
| Bowl For Youth (November 2, 2013) | | | | | | \$ 500.00 | | | \$ 500.00 |
| Club Van (\$230) oil, gas, maintenance | | | | | | | | \$ 2,760.00 | \$ 2,760.00 |
| Direct Mail (paper, ink, stamps) | | | | | | \$ 600.00 | | | \$ 600.00 |
| Equipment Rentals (printer\$100) | | | | | | | | \$ 1,200.00 | \$ 1,200.00 |
| Food, Spring Meals, snacks, holiday parties | | | | | | | | \$ 2,000.00 | \$ 2,000.00 |
| Guardians of Youth Gala | \$ 12,000.00 | | | | | | | | \$ 12,000.00 |
| Insurance (\$600) | | | | | | | | \$ 8,200.00 | \$ 8,200.00 |
| It Just Takes One (printing, TY notes) | | | | | | \$ 500.00 | | | \$ 500.00 |
| Janitorial (\$800) | | | | | \$ 9,600.00 | | | | \$ 9,600.00 |
| Kaiser grant expenses (minus salaries) | | | | | | | \$ 5,000.00 | | \$ 5,000.00 |
| Maintenance and Repairs | | | | | \$ 6,000.00 | | | | \$ 6,000.00 |
| Payroll Expenses (25%) After-school/Summer/Spring | | | | | | | | \$32,712.50 | \$ 32,712.50 |
| PB Projects | | | | | | | \$ 65,000.00 | | \$ 65,000.00 |
| Phone/Internet/TV (\$230 mo) | | | | | \$ 2,760.00 | | | | \$ 2,760.00 |
| Professional Fees (CPA) Audit | | \$ 4,700.00 | | | | | | | \$ 4,700.00 |
| Salaries After-school | | | | | | | | \$ 130,850.00 | \$ 130,850.00 |
| Senior Meals (20X50 weeks X 5 days a week) Block Grant | | | | | \$ 10,400.00 | | | | \$ 10,400.00 |
| Spring Salaries | | | | | | | | \$ 6,042.00 | \$ 6,042.00 |
| Summer Salaries | | | | | | | | \$ 32,859.00 | \$ 32,859.00 |
| Supplies (Meeting Costs, Office Supplies, soap, Program Supplies, Computers, TP, PT, Software) | | | | | | | | \$ 2,000.00 | \$ 2,000.00 |
| Training and Conferences | | | | | | | | \$ 2,000.00 | \$ 2,000.00 |
| Utilities PG&E Water (\$500) | | | | | \$ 7,200.00 | | | | \$ 7,200.00 |
| VCUSD all schools combined | | | | | | | | \$52,250.00 | \$ 52,250.00 |
| VCUSD all schools 25% | | | | | | | | \$ 13,062.59 | \$ 13,062.59 |
| Walmart Supplies | | | | \$ 2,500.00 | | | | | \$ 2,500.00 |
| Total | \$ 13,500.00 | \$ 7,205.00 | \$ - | \$ 2,500.00 | \$ 35,960.00 | \$ 1,600.00 | \$ 70,000.00 | \$ 282,073.50 | \$ 425,901.09 |
| | | | | Variance | \$ | | | 2,588.41 | |

| 2012/13 | | | | 38 Weeks | 2 weeks off Winter Break | 2 Weeks | 9 Weeks | |
|---------------------|-----------------------|---------------|----------|--------------|--------------------------|----------------|--------------|--------------|
| Name | Title | Hours/Weeks | | After School | After school Total | Spring 2 weeks | Summer 9 wks | Annual Pay |
| Wendy B. Jones | Executive Director | 38 Weeks | (38 wks) | \$36,800.00 | | \$1,840.00 | \$8,280.00 | \$46,920.00 |
| Eric Stewart | Program Director | 35 Hrs 38 Wks | | \$17,290.00 | | \$910.00 | \$4,095.00 | \$22,295.00 |
| Erica Candido | Executive Assistant | 8 Hrs 38 Wks | | \$3,952.00 | | \$780.00 | \$936.00 | \$5,668.00 |
| TBD | Academic Director | 30 Hrs 38 Wks | | \$14,820.00 | | \$780.00 | \$1,755.00 | \$17,355.00 |
| Jamie Venable | Program Coordinator | 15 Hrs 38 Wks | | \$7,410.00 | | \$390.00 | \$1,755.00 | \$9,555.00 |
| Tranessa Smith | Program Coordinator | 15 Hrs 38 Wks | | \$6,270.00 | | \$330.00 | \$1,584.00 | \$8,184.00 |
| Lawannah Johnson | Nutrition Coordinator | 16 Hrs 38 Wks | | \$6,688.00 | | \$352.00 | \$1,584.00 | \$8,624.00 |
| Paul Koon | Sports Director | 15 Hrs 38 Wks | | \$6,270.00 | | \$330.00 | \$1,485.00 | \$8,085.00 |
| Jaquida Parker | Driver/Program Aide | 25 Hrs 38 Wks | | \$10,450.00 | | \$330.00 | \$2,475.00 | \$13,255.00 |
| TBD Vallejo Charter | Unit Director | 25 Hrs 38 Wks | | \$11,400.00 | | | \$1,620.00 | \$13,020.00 |
| TBD Vallejo Charter | Program Aide | 25 Hrs 38 Wks | | \$9,500.00 | \$130,850.00 | | \$1,350.00 | \$10,850.00 |
| Alexandria Paige | Impact Aide/Solano | 25 Hrs 38 Wks | | \$10,450.00 | | | \$1,188.00 | \$11,638.00 |
| Reginald Williams | Impact Aide/Hogan | 25 Hrs 38 Wks | | \$10,450.00 | | | \$1,188.00 | \$11,638.00 |
| TBD | Impact Aide/Hogan | 25 Hrs 38 Wks | | \$10,450.00 | | | \$1,188.00 | \$11,638.00 |
| TBD | Impact Aide/Hogan | 25 Hrs 38 Wks | | \$10,450.00 | | | \$1,188.00 | \$11,638.00 |
| TBD | Impact Aide/Solano | 25 Hrs 38 Wks | | \$10,450.00 | \$52,250.00 | | \$1,188.00 | \$11,638.00 |
| | | | | | \$183,100.00 | \$6,042.00 | \$32,859.00 | \$222,001.00 |

| We pay ASES Staff | ASES Charged | Difference before .25% |
|--------------------|--------------------|------------------------|
| \$10,450.00 | \$19,000.00 | \$8,550.00 |
| \$10,450.00 | \$19,000.00 | \$8,550.00 |
| \$10,450.00 | \$19,000.00 | \$8,550.00 |
| \$10,450.00 | \$19,000.00 | \$8,550.00 |
| \$10,450.00 | \$19,000.00 | \$8,550.00 |
| \$52,250.00 | \$95,000.00 | \$42,750.00 |
| | | ASES Income |
| | | \$29,687.50 |

| | |
|-----------------------|---------------------|
| ALL Salaries: | \$222,001.00 |
| \$0.25 | \$55,500.25 |
| | |
| ASES Salaries | \$52,250.00 |
| \$0.25 | \$13,062.50 |
| | |
| Club Salaries: | \$163,811.00 |
| \$0.25 | \$32,712.50 |



Program Budget

Salaries

\$10,530.00

Academic Director, Jessica Williams: \$12.00 hr, 20 hrs wk 52 weeks=
\$12,480.00 25% = \$3,120.00

TBD, Main Site Aide: \$10.00 hr 15 hrs wk 38 weeks= \$5,700,
50%=\$2,850.00

Academic Coordinator, Marjorie Burton: \$12.00 hr, 15 hrs wk 38
weeks = \$6,840.00 25%=\$1,710.00

TBD, Harbor Park Aide: \$10.00 hr 15 hrs wk 38 weeks= \$5,700,
50%=\$2,850.00= Total: \$10,530.00

Benefits

\$ 2,632.50

@ Twenty Five percent

\$ 800.00

Supplies

Educational game software, board games, basic school supplies,
age-appropriate reference materials, books and magazines
appropriate for different age ranges and interests, motivational
posters, healthful snacks, incentive prizes, recognition awards.

\$ 1,037.50

Equipment

White boards, portable storage bins, hard and soft furnishings,
laptop, membership tracking remote license

Van Pickup

Daily member pickup from middle schools to main clubhouse,
transport Bethel students to Dan Minnie for tutoring, maintenance,
& gas

\$5,000.00

GRAND TOTAL

\$20,000.00

15. Collaboration



Collaboration

A portion of our proposed services and programs are in collaboration with VCUSD in order to service a bigger number of Vallejo's youth. Currently, we help staff two of their Middle Schools; Hogan and Solano. As our partnership continues, we hope to have more of our Boys & Girls Club Staff on school sites to implement and run our proven program. Please see MOU for our participation for this 2013/14 school year partnership.

We have also been selected by BGCA to participate in 2015 Summer Brain Gain. A pilot program implemented to gauge academic maintenance throughout summer break.

We had partnered with the school district on a 2013/14 21st Century Grant proposal to build an after-school program at the two High Schools, Jesse Bethel and Vallejo High School. The new Academic Director and Outreach Coordinator are currently working on the details.

Building partnerships with other organizations who have similar goals as we do, will give us a stronger chance on being successful to improve the graduation rate in our community. We all work FOR the youth, and in a collective effort, we can impact more students and give them the proper tools to be successful citizens.

Collaboration with GVRD would create a broader range of opportunities for Vallejo's youth, and we look to become co-applicants on certain grants to guarantee compliance of its terms. The concept, "two heads make better than one", would apply, and our combined efforts would contribute towards a city offering various services and opportunities available to our youth.

In order to track our Members, we use a unique identifier system called, Visions Membership tracking. This tracking system is linked to our National Headquarters (BGCA), and can produce various types of reports on demand.

VALLEJO CITY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

_____ Consultant SERVICES

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the ___8th___ day of _____August_____ in the year ___2014___, between the Vallejo City Unified School District ("District") and _____Continental of Omega Boys and Girls Club (COBGC)_____ ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

OR

WHEREAS, the District is authorized by Section 20111 of the California Public Contract Code to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is [\$84,100.00 in 2014]; and

WHEREAS, the District is in need of such services and advice; and

WHEREAS, the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District the scope of services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Term.** Contractor shall commence providing services under this Agreement on ___8-15-14_____, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on ___6-30-15_____. This Agreement may be extended upon mutual written approval of both parties on an annual basis to the extent permissible under applicable law.

3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the scope of services in Exhibit A above, and the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certificate
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Scope of Work
- Health Screening Certification

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$ 72,600.00 _____). District shall pay Contractor according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

No expenses shall be allowable without the prior written approval of the District.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees and shall defend and indemnify the District against any claim or liability for any such payments.

7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services, and Contractor shall defend and indemnify the District against any claim or liability based on unauthorized use of such materials or property.

10. **Pre-existing Proprietary Materials.** Contractor's pre-existing proprietary materials utilized to provide or facilitate the scope of services to the District shall remain the intellectual property of Contractor.

11. **Intellectual Property.** Contractor understands and agrees that all intellectual property developed or produced under this Agreement, including but expressly not limited to any property subject to copyright, trademark or patent, shall become the property of District and cannot be used without District's express written permission, including but expressly not limited to any and all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents. For a period of three years after final payment under the contract, all contracts involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

13. Termination.

13.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner. Upon this termination, District shall only be liable to Contractor for services satisfactorily rendered to the date of termination and Contractor expressly waives and releases any claims for damages against District that could arise from such termination.

13.2. Without Cause by Contractor. Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

13.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.3.1. material violation of this Agreement by the Contractor; or

13.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

13.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

15. **Insurance.**

15.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

| Type of Coverage | Minimum Requirement |
|--|---------------------|
| Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |
| Automobile Liability Insurance - Any Auto | |
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |
| Professional Liability | \$ 1,000,000 |
| Workers Compensation | Statutory Limits |
| Employer's Liability | \$ 1,000,000 |

- 15.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 15.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 15.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 15.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
16. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
17. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
18. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
19. **Safety and Security:** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
20. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts

there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

22. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
23. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 23.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performances.
 - 23.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
24. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
25. **Disputes:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
26. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District
Vallejo City Unified School District
665 Walnut Avenue
Vallejo, California 94592
Cecile L. Nunley

Contractor
Continental of Omega Boys and Girls Club
1 Positive Place
Vallejo, Ca. 94589

ATTN: Chief Business Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day of delivery as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the

Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further acknowledge and agree that the performance of this agreement shall occur within the Solano County, State of California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Vallejo City Unified School District

Date: 9-18, 2014
By: [Signature]
Print Name: Cecile L. Nunley
Its: Chief Business Officer

Continental of Omega Boys and Girls Club, Contractor

Date: 8-8, 2014
By: [Signature]
Print Name: Eric Stewart
Its: Director of Operations

Information regarding Contractor:

Contractor: Continental of Omega Boys and Girls Club
License No.: _____
Address: 1 Positive Place
Vallejo, Ca. 94589
Telephone: 707-643-1728
Facsimile: 707-643-2290
E-Mail: ericstewart.omega@yahoo.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State:
 Limited Liability Company
 Other: non-profit

23-7129424
Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

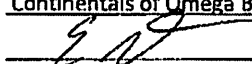
Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: 8-8-2014

Proper Name of Contractor: Continental of Omega Boys and Girls Club

Signature: 

Print Name: Eric Stewart

Title: Director of Operations

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked:

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
- _____ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- _____ Surveillance of Employees by District personnel. [TO BE COMPLETED BY DISTRICT EMPLOYEE ONLY.]
Date: _____
District Representative's Name and Title: _____
Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 8-8-2014
Name of Contractor or Company: Continental of Omega Boys and Girls Club
Signature: [Signature]
Print Name and Title: Eric Stewart: Director of Operations

CERTIFICATION BY CONTRACTOR HEALTH SCREENING REQUIREMENTS

8483.4. The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the schoolsite principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district.

<http://www.leginfo.ca.gov/calaw.html>

I certify that:

1. I have carefully read and understand **Education Code 8483.4**, and its reference to **Education Code 49406**, regarding health screening requirements for all persons employed by and/or doing services with Vallejo City Unified School District when such service is in direct proximity to students of the District.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District and therefore I have had a Negative TB Test within the last 4 years.

I declare under penalty of perjury the foregoing is true and correct.

Executed at Vallejo, CA California on 8/8/2014

Consultant Signature: [Signature] Date 8-8-2014

Please Print

Name: Continentals of Omega Boys and Girls Club

Mailing Address 1 Positive Place, Vallejo, Ca. 94590
Street or PO Box, City State, Zip

Social Security Number: _____ or Tax ID: 23-7129424

Phone: 707-643-1728 Fax: 707-643-2290

Consultant/Contractor: Please submit this certification to Site/Department with Consultant Service Agreement, if required.

Attachment "A"
CSA Continentals of Omega Boys and Girls Club
2014-15 Middle School Contracts

Scope of Work

Continentals of Omega Boys and Girls Club will provide line staff to VCUSD after-school programs to assist the district in meeting the goals and assurances for the ASES grant and VCUSD goals of equity, excellence and educational effectiveness.

- This line staff will provide homework support, enrichment programming and physical activity programming with specific learning outcomes.
- This programming will incorporate the five *Learning in Afterschool Principles*. These principles state that extended learning opportunities should reflect learning that is active, collaborative, meaningful, supports mastery, and expands horizons.
- Programming will be planned on the district provided Program Planning Form.
- These staff will meet VCUSD's NCLB qualifications for instructional aide.
- Staff may not be placed at sites until they meet the NCLB qualification. Staff may qualify as a VCUSD NCLB qualified instructional aide through: 1) completion of an accredited AA degree program, 2) completion of 48 accredited college semester units, 3) passing score on VCUSD's para educator assessment.
- This staff will also deliver two Boys and Girls Club curriculums:
 - **Torch Club:** a leadership and service club for boys and girls ages 11-13. A Torch Club is a powerful vehicle through which Club staff can help meet the special character development needs of younger adolescents at a critical stage in their development. Torch Club members learn to elect officers and work together to implement activities in four areas: service to Club and community, education, health and fitness and social recreation.
 - **Diplomas to Degrees (d2D):** BGCA's college readiness, access and success program, which provides a range of services to help guide Club members through high school graduation and make plans for post-secondary education and career success.

| Account to be charged | staff | Contract maximum | Site |
|-----------------------------------|-------|------------------|--|
| 01-6010-0-1110-1000-5800-709-0005 | 3 | \$48,600 | Hogan Middle School |
| 01-6010-0-1110-1000-5800-703-0005 | 1 | \$16,200 | Solano Middle School |
| | | | |
| 01-6010-0-1110-1000-5800-709-0015 | 3 | \$7,800 | Hogan Middle School Supplemental Program (spring and summer break) |
| Total Contract Maximum | | \$72,600 | |

ReqPay99b

Hogan

Requisition Snapshot with Notes and History

VENDOR - PO with Receiving **Fiscal Year 2014/15**

Requisition Number **REQ15-00616** Requisition Date **08/13/2014**

Summary

| | | | | |
|---------------|------------------------------|----------------|-------------------|------------------|
| Created by | VVAUGHN03, 8/13/2014 | PO # | Goods & Services | |
| Department | PURCH | Responsibility | Academic Dept | |
| Status | Open | | | |
| On Hold | No | Attachments | None | |
| Requisitioner | VANESSA VAUGHAN | Board Date | Non Taxable | 48,600.00 |
| Order Site | HMS - HOGAN MIDDLE SCHOOL | | Taxable | .00 |
| Delivery Site | HMS - HOGAN MIDDLE SCHOOL | | Tax (8.6250) | .00 |
| Delivery Date | | Room | Shipping (0.00) | .00 |
| Project | | | Adjustment | .00 |
| Info | Consultant Service Agreement | | Requisition Total | 48,600.00 |

Requisition Vendor Information

000652/1 CONTINENTAL OF OMEGA CLUB
1 POSITIVE PLACE , VALLEJO, CA 94589

Purchasing

PO Date PO Printed Date Buyer -
Quote Quote Date

Line Items Change Level 0

| Description | Stores Item # | Unit | Order Qty | Rcvd Qty | Unit Price | Extended |
|--|---------------|------|-----------|----------|-------------|-----------|
| 1 Omega will provide line staff to VCUSD after school programs to assist the district in meeting the goals and assurances for the ASES grant and VCUSD goals. Dates of Service: August 15, 2014 to June 30, 2015 Omega will provide 3 line staff | | EACH | 1 | | 48,600.0000 | 48,600.00 |

Accounts

| | Amount | Encumbered | Expensed | Outstanding |
|---|-----------|------------|----------|-------------|
| 01-6010-0-1110-1000-5800-709-0005 (2015) AFTER SCHOOL LE,INDEPENDENT CON,INSTRUCTION | 48,600.00 | | | 48,600.00 |

Solano MS

ReqPay99b

Requisition Snapshot with Notes and History

VENDOR - PO with Receiving Fiscal Year 2014/15

Requisition Number REQ15-00618 Requisition Date 08/13/2014

Summary

| | | | |
|---------------|------------------------------|----------------|-----------------------------|
| Created by | VVAUGHN03, 8/13/2014 | PO # | Goods & Services |
| Department | PURCH | Responsibility | Academic Dept |
| Status | Open | | |
| On Hold | No | Attachments | None |
| Requisitioner | VANESSA VAUGHAN | Board Date | Non Taxable 16,200.00 |
| Order Site | SOMS - SOLANO MIDDLE SCHOOL | | Taxable .00 |
| Delivery Site | SOMS - SOLANO MIDDLE SCHOOL | | Tax (8.6250) .00 |
| Delivery Date | | Room | Shipping (0.00) .00 |
| Project | | | Adjustment .00 |
| Info | Consultant Service Agreement | | Requisition Total 16,200.00 |

Requisition Vendor Information

000652/1 CONTINENTAL OF OMEGA CLUB
1 POSITIVE PLACE, VALLEJO, CA 94589

Purchasing

PO Date PO Printed Date Buyer -
Quote Quote Date

Line Items Change Level 0

| Description | Stores Item # | Unit | Order Qty | Rcvd Qty | Unit Price | Extended |
|--|---------------|------|-----------|----------|-------------|-----------|
| 1 Omega will provide line staff to VCUSD after school programs to assist the district in meeting the goals and assurances for the ASES grant and VCUSD goals. Dates of Service: August 15, 2014 to June 30, 2015 Omega will provide one line staff | | EACH | 1 | | 16,200.0000 | 16,200.00 |

Accounts

| | Amount | Encumbered | Expensed | Outstanding |
|--|-----------|------------|----------|-------------|
| 01- 6010- 0- 1110- 1000- 5800- 703- 0005 (2015) AFTER SCHOOL LE,INDEPENDENT CON,INSTRUCTION | 16,200.00 | | | 16,200.00 |

ReqPay99b

Requisition Snapshot with Notes and History

VENDOR - PO with Receiving Fiscal Year 2014/15

Requisition Number **REQ15-00620** Requisition Date **08/13/2014**

Summary

| | | | |
|---------------|------------------------------|----------------|-----------------------------------|
| Created by | VVAUGHN03, 8/13/2014 | PO # | Goods & Services |
| Department | PURCH | Responsibility | Academic Dept |
| Status | Open | | |
| On Hold | No | Attachments | None |
| Requisitioner | VANESSA VAUGHAN | Board Date | Non Taxable 7,800.00 |
| Order Site | HMS - HOGAN MIDDLE SCHOOL | | Taxable .00 |
| Delivery Site | HMS - HOGAN MIDDLE SCHOOL | | Tax (8.6250) .00 |
| Delivery Date | | Room | Shipping (0.00) .00 |
| Project | | | Adjustment .00 |
| Info | Consultant Service Agreement | | Requisition Total 7,800.00 |

Requisition Vendor Information

000652/1 CONTINENTAL OF OMEGA CLUB
1 POSITIVE PLACE , VALLEJO, CA 94589

Purchasing

| | | |
|---------|-----------------|---------|
| PO Date | PO Printed Date | Buyer - |
| Quote | Quote Date | |

Line Items Change Level 0

| Description | Stores Item # | Unit | Order Qty | Rcvd Qty | Unit Price | Extended |
|---|---------------|------|-----------|----------|------------|----------|
| 1 Omega will provide line staff to VCUSD after school programs to assist the district in meeting the goals and assurances for the ASES grant and VCUSD goals. Dates of Service: spring break supplemental programming and summer programming, dates to be determined during those time periods | | EACH | 1 | | 7,800.0000 | 7,800.00 |
| Omega will provide 3 line staff for both program time periods | | | | | | |

Accounts

| | Amount | Encumbered | Expensed | Outstanding |
|---|----------|------------|----------|-------------|
| 01-6010-0-1110-1000-5800-709-0015 (2015) AFTER SCHOOL LE,INDEPENDENT CON,INSTRUCTION | 7,800.00 | | | 7,800.00 |



P.O. Box 8507, Santa Cruz, CA 95061
 P: (800) 359-6422
 F: (831) 459-0853



COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: **Steelbridge Insurance Services, Inc.**
 P.O. Box 629
 Santa Cruz, CA 95061

POLICY NUMBER: 2014-08382-UMB- NPO
 RENEWAL OF NUMBER: 2013-08382-UMB-NPO

Item 1 **NAME OF INSURED AND MAILING ADDRESS:**
 Continentals of Omega Boys & Girls Club
 1920 Broadway Street
 Vallejo, CA 94589

Item 2 **POLICY PERIOD:** FROM 01/21/2014 TO 01/21/2015
 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Girls and boys club

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:** **\$2,800**

Item 4 **LIMITS OF INSURANCE:**

| | | |
|----|--|-----------|
| a. | Each Occurrence (other than Directors' & Officers' Liability and Improper Sexual Conduct Liability)..... | 3,000,000 |
| | Each Wrongful Act - Directors' & Officers' Liability | Excluded |
| | Each Occurrence - Improper Sexual Conduct Liability | Excluded |
| b. | Products Completed Operations Aggregate [(where applicable)] | 3,000,000 |
| c. | General Aggregate | 3,000,000 |
| d. | Aggregate Directors' & Officers' Liability | Excluded |
| e. | Aggregate Improper Sexual Conduct Liability | Excluded |
| f. | Retained Limit | 10,000 |

Item 5 **RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
 CU 21 33 01 08, NIAC-E42 07 08, SCHEDULE A 01 80, UMB1000 03 99, UMB61 05 13

COUNTERSIGNED: 12/27/2013

BY

Pamela C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.





NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
 P.O. Box 8507, Santa Cruz, CA 95061



SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2014-08382-UMB-NPO

CONTROL NUMBER: 08382

NAME OF INSURED: Continentals of Omega Boys & Girls Club

| TYPE OF POLICY | APPLICABLE LIMITS | INSURER POLICY # | APPLICABLE PERIOD |
|---|--|------------------|--|
| (A) Automobile Liability Business Auto | Bodily Injury and Property Damage Combined Single Limit..... | \$1,000,000 | NIAC 2014-08382 - NPO (Does not include:Terrorism Coverage - Certified Acts) |
| | Uninsured/Underinsured Motorist..... | N/A | |
| | | | |
| (B) Commercial General Liability | Each Occurrence Limit | \$1,000,000 | NIAC 2014-08382 - NPO (Does not include:Terrorism Coverage - Certified Acts) |
| | General Aggregate Limit | \$2,000,000 | |
| | Products/Completed Operations Aggregate Limit... | \$2,000,000 | |
| | Personal & Advertising Injury Limit | \$1,000,000 | |
| | Damage to Premises Rented to You | N/A | |
| (C) Social Service Professional Liability | Each Occurrence Limit | N/A | |
| | Aggregate Limit | N/A | |
| (D) Standard Workers Compensation & Employers Liability | Coverage B - Employers Liability | | |
| | Bodily Injury by Accident | N/A | |
| | Bodily Injury by Disease | N/A | |
| | Bodily Injury by Disease | N/A | |
| (E) Improper Sexual Conduct | Each Occurrence Limit | N/A | |
| | General Aggregate Limit | N/A | |
| (F) Directors' And Officers' | Each Wrongful Act Limit | N/A | |
| | Aggregate Limit | N/A | |
| (G) Liquor Liability | Each Common Cause Limit | \$1,000,000 | NIAC 2014-08382 - NPO (Does not include:Terrorism Coverage - Certified Acts) |
| | Aggregate Limit | \$1,000,000 | |



INDEX OF FORMS ATTACHED TO THE POLICY
POLICY NUMBER: 2014-08382-UMB-NPO



NAME OF INSURED: Continentals of Omega Boys & Girls Club

Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Exclusion of Terrorism
Nuclear, Chemical and Biological Hazard Exclusion
Schedule A - Schedule of Underlying Insurance
Commercial Umbrella Policy
Employers' Liability Exclusion

CU 21 33 01 08
NIAC-E42 07 06
SCHEDULE A 01 80
UMB1000 03 99
UMB61 05 13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2014

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 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 SteelBridge Insurance Services, Inc. | CONTACT NAME: SteelBridge Customer Service |
| PO Box 629 Santa Cruz CA 95061 | PHONE (A/C. No. Ext.): (831) 425-6640 FAX (A/C. No.): (888) 338-7277 |
| INSURED Continental Of Omega 1920 Broadway Vallejo CA 94589 | E-MAIL ADDRESS: csr@steelbridgeins.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: NonProfits Ins Alliance of CA NAIC # 10023 |
| | INSURER B: New York Marine and General |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: CL141206371 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 | ADDD BUBB INSR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|----------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X | 2014-08382-NPO | 1/21/2014 | 1/21/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | 2014-08382-NPO | 1/21/2014 | 1/21/2015 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ included |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 2014-08382-UMB | 1/21/2014 | 1/21/2015 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ WC STATUTORY LIMITS OTH-ER |
| 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 | WC201400006350 | 7/1/2014 | 7/1/2015 | EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with respect to liability arising out of the operations of the named insured.

After School Programs operated by Insured

| | |
|---|--|
| CERTIFICATE HOLDER | CANCELLATION |
| VVaughan@vallejo.k12.ca.us | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Vallejo City Unified School District 565 Walnut Ave Vallejo, CA 94592 | AUTHORIZED REPRESENTATIVE |
| | P Wightman/SHANNO |

COMMERCIAL UMBRELLA POLICY

THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE BASIS UNDER COVERAGE A IF THE SCHEDULED UNDERLYING POLICY PROVIDES CLAIMS MADE COVERAGE. IF COVERAGE IS SO PROVIDED ON A CLAIMS MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ CAREFULLY.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in bold print have special meanings found in Section VI - DEFINITIONS.

I. INSURING AGREEMENTS

We, the Company, in return for the payment of the premium, agree with you, as follows:

A. Coverage A -- Excess Liability Insurance (Following Form)

Coverage A is excess insurance and follows the underlying insurance except as otherwise stated in this policy.

We will pay, on behalf of the insured, sums in excess of the amount payable under the terms of any Underlying Insurance as stated in the Schedule of Underlying Insurance, that the insured becomes legally obligated to pay as damages because of injury or damage to which this insurance applies.

Coverage A is subject to the same terms, conditions, warranties, agreements, exclusions and definitions as the Underlying Insurance except as otherwise provided in this policy; provided, however, that in no event will this insurance apply unless the Underlying Insurance applies or would apply but for the exhaustion of its applicable Limit of Liability.

B. Coverage B -- Umbrella Occurrence Based Liability Coverage Over Retained Limit

Coverage B is excess insurance over a self-insured retention. Coverage B applies only to exposures which are not covered by Coverage A and are not otherwise excluded by this policy or any of the underlying policies.

We will pay, on behalf of the insured, damages with respect to liability for loss in excess of the Retained Limit as specified in Item 4(d) of the Declarations, or the amount payable by any other insurance, whichever is greater, up to the applicable Limits of Insurance shown in the Declarations when liability is imposed on the insured by law or when liability is assumed by the insured under an insured contract because of:

1. **bodily injury or property damage** which occurs during the Policy Period and is caused by an occurrence; and
2. **personal injury or advertising injury** to which this coverage applies, caused by an occurrence committed during the Policy Period.

Coverage B will NOT apply to any loss for which insurance is afforded under Coverage A or which arises out of subjects of insurance or exposures to loss for which Underlying Policies are required to be maintained under Section V - CONDITIONS, I. MAINTENANCE OF SCHEDULED UNDERLYING INSURANCE.

C. Extended Reporting (Applicable to Coverage A Only)

1. Extended Reporting Periods

If Scheduled Underlying Policy(ies) provide coverage on a claims made basis then, as set forth in Section I, paragraph A above, this policy provides coverage on a claims made basis and:

- a. We will provide a Basic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it, a Supplemental Extended Reporting Period as described in subparagraph 3 below, IF,
 - i) this insurance is cancelled or not renewed; or
 - ii) we renew or replace this insurance with other insurance that:
 - (a) has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
 - (b) does NOT apply to injury or damage on a claims made basis.

2. Basic Extended Reporting Period

A Basic Extended Reporting Period, equal in length to the Basic Extended Reporting Period provided in the applicable Underlying Insurance, is automatically provided as set forth above at no additional charge and provides that:

- a. claims first made within the Basic Extended Reporting Period; and
- b. claims first made after the Basic Extended Reporting Period for injury or damage caused by an occurrence and reported to us in writing within the Basic Extended Reporting Period; will be deemed to have been made during the Policy Period of this policy.

The Basic Extended Reporting Period provided in the Underlying Policy means that extended reporting period provided at no additional charge.

The Basic Extended Reporting Period does NOT apply to claims that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claims.

3. Supplemental Extended Reporting Period

- a. A Supplemental Extended Reporting Period is available only by an endorsement and for an additional charge. This period starts at the end of the Basic Extended Reporting Period and will be equal in length to the Supplemental Extended Reporting Period you purchased in the applicable Underlying Insurance. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the Policy Period of this policy, but will be subject to the separate Aggregate Limits of Liability set forth in subdivision c below.

The Supplemental Extended Reporting Period provided by the Underlying Policy means that extended reporting period provided at an additional charge.

If the Underlying Policy does not provide a Supplemental Extended Reporting Period then this policy does not offer a Supplemental Extended Reporting Period.

- b. The first named insured listed in Item 1 of the Declarations must give us a written request for the Endorsement within 60 days after the end of the Policy Period. The Supplemental Extended Reporting Period will NOT go into effect unless the first named insured pays the additional premium promptly when due.

- c. If said first named insured complies with subdivision b above we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate Aggregate Limits of Liability described below, but only for claims to which this subparagraph 3 applies.

The separate Aggregate Limits of Liability will be equal to the dollar amount shown in the Declarations in effect at the end of the Policy Period for:

- i) General Aggregate Limit;
ii) Products Completed Operations Aggregate.

Paragraphs B and C of Section II - LIMITS OF LIABILITY will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in paragraph A of Section II - LIMITS OF LIABILITY.

- d. We will determine the additional premium for the Supplemental Extended Reporting Period in accordance with our rates.
e. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the

Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance, available under policies in force after the Supplemental Extended Reporting Period starts.

4. How Extended Reporting Periods Apply

- a. Extended Reporting Periods apply ONLY to claims for injury or damage which occur before the end of the Policy Period but NOT before the Retroactive Date shown in the Declarations.

- b. Extended Reporting Periods do NOT:

- i) extend the Policy Period or change the scope of coverage provided;
ii) reinstate or increase the Limits of Liability applicable to any claim to which this insurance applies, except as described in subparagraph 3 of this section.

- c. Extended Reporting Periods may NOT be cancelled once in effect.

5. Notification Of Injury, Damage or Claim

Notification of injury, damage or claim must be in accordance with DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT as stated in Section V -CONDITIONS of this policy.

Any Insured's failure to comply with any of the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT will void any Extended Reporting Period coverage under this policy, and we will promptly refund any additional premium you paid for the Extended Reporting Period coverage.

II. LIMITS OF LIABILITY – COVERAGES A AND B COMBINED

- A. The Limits of Liability, Coverages A and B Combined shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. the number of persons and organizations who are insureds under this policy;
2. the number of coverages provided under this policy;
3. the number of claims made and suits brought against any or all insureds;
4. the number of persons or organizations making claims or bringing suits.

- B. The Products Completed Operations Aggregate as stated in Item 4(b) of the policy Declarations is the most we will pay for all damages to which this policy applies under Coverages A and B because of injury and damages included in the products-completed operations hazard.

- C. The Directors and Officers Liability Aggregate as stated in Item 4.d. of the policy Declarations is the most we will pay for all damages to which this policy applies for Directors and Officers Liability.

- D. The Improper Sexual Conduct Aggregate as stated in Item 4.e. of the policy Declarations is the most we will



pay for all damages to which this policy applies for Improper Sexual Conduct.

- E. The General Aggregate as stated in Item 4.c. of the Declarations is the most we will pay for all damages to which this policy applies under Coverages A and B, except for:
1. damages included in paragraphs B., C. and D. above, and;
 2. coverages included in the Scheduled Underlying Policy(ies) to which no underlying aggregate(s) applies.
- F. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been exhausted by payments made on behalf of any insured by the Underlying Insurer, this policy shall apply as the applicable Underlying Insurance subject to all the terms and conditions of such Underlying Insurance and the terms and conditions of this policy. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been reduced by payments made on behalf of any insured by the Underlying Insurer, this policy will drop down to become immediately excess of the reduced underlying limit. Such claims or suits will be subject to the terms of Coverage A.
- G. The Limits of Insurance of the Scheduled Underlying Policy(ies) will be reduced or exhausted only by payments made on behalf of the insured for injury or damage to which this insurance would apply, but for the amount of such injury or damage.
- H. In NO event will our liability under this policy be greater than the total of the Products Completed Operations Aggregate and the General Aggregate as stated in Items 4.b. and 4.c. of the Declarations.
- I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

III. DEFENSE PROVISIONS

- A. We will have the same defense obligations under this policy as are in the applicable Scheduled Underlying Insurance when:
1. The applicable Limits of Liability of the Scheduled Underlying Policies, plus the applicable limits of other insurance have been exhausted by payments, or
 2. Damages are sought for bodily injury, property damage, personal injury or advertising injury which are not covered by Underlying Insurance or other insurance.

- B.
1. If a Scheduled Underlying Policy includes payments of defense expenses as part of its Limits of Liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense is within the applicable Limits of Liability of this policy and each payment we make for such defense expense reduces the available Limits of Liability by the amount of the payment.
 2. If a Scheduled Underlying Policy does not include payments of defense expense as part of its Limits of Liability, but instead indicates that the payment of defense expense will not reduce its Limits of Liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense will not reduce the available Limits of Liability.
 3. The definition of defense expenses will be subject to the same provisions as the applicable Underlying Insurance.
- C. We will not defend any suit or claim after we have exhausted the applicable aggregate Limit of Liability as stated in Items 4.c., 4.d. and 4.e. of the Declaration. If we are prevented by law from carrying out this paragraph, we will NOT pay any expense incurred without our written consent.
- D. In all circumstances for which paragraph A above is not applicable with respect to Coverage A and B, we will NOT be obligated to assume charge or pay the expenses for the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against any insured. We will, however, have the right in our sole discretion to participate in the defense and trial of any claims, suits or proceedings which relate to any occurrence that may involve this policy. If we avail ourselves of this right, we will do so at our expense.

IV. EXCLUSIONS

Each and every exclusion applicable to the Underlying Insurance also applies to this insurance. Additionally, the following exclusions apply under:

- A. UNDER COVERAGE A (EXCESS LIABILITY INSURANCE) AND COVERAGE B (UMBRELLA LIABILITY INSURANCE)
- With respect to Coverage A (Excess Liability Insurance) and Coverage B (Umbrella Liability Insurance), this policy does not apply to:
1. Statutory Obligations To Employees to any obligation for which the insured or any company as its insurer may be held liable under:
 - a. workers' compensation law,
 - b. unemployment compensation law,
 - c. disability benefits law, or
 - d. under any similar state or federal laws.
- B. UNDER COVERAGE A (EXCESS LIABILITY INSURANCE)
- In addition to the exclusions in Section A. above, this policy does not apply under Coverage A to:

Any loss not covered by the underlying insurance, and all exclusions now or hereafter contained in the underlying insurance, apply to Coverage A with the same force and effect.

C. UNDER COVERAGE B (UMBRELLA LIABILITY INSURANCE)

In addition to the exclusions in Sections A and B above, this insurance does not apply under Coverage B to:

1. Any injury or damage:
 - a. Covered under Coverage A; or
 - b. Which would have been covered under Coverage A but for the actual or alleged bankruptcy or insolvency of an underlying insurer or an Insured or the termination of the underlying policy.
2. Advertising Injury arising out of:
 - a. breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - b. the failure of goods, products or services to conform with advertised quality or performance;
 - c. the wrong description of the price of goods, products, or services; or
 - d. an offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.
3. Owned or Leased Aircraft and Aircraft Chartered Without Crew
to the ownership, entrustment, maintenance, operation, use, loading or unloading of aircraft owned or leased by any Insured or chartered by or on behalf of any insured without crew.
4. Watercraft
to any liability arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any watercraft owned by any insured or rented, loaned, or chartered by or on behalf of any insured; however, this exclusion does not apply to:
 - a. watercraft while ashore on premises you own or rent; or
 - b. watercraft you do not own that is:
 - i) less than 26 feet long and not being used to carry persons or property for a charge; or
 - ii) less than 26 feet long and chartered by you without crew.
5. Fellow Employees
Bodily Injury to:
 - a. an employee of the Insured arising out of and in the course of employment by the insured; or
 - b. the spouse, child, parent, brother or sister of that employee as a consequence of 1. above.

This exclusion applies:

 - a. whether the Insured may be liable as an employer or in any other capacity; and
 - b. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an insured contract.

6. Owned Property And Damage To Your Products Or Work
to property damage to or loss of use of:
 - a. property owned or leased by any insured or purchased by any insured under installment sales contract or property on consignment to any insured;
 - b. your product caused by such product or any of their parts; or
 - c. your work arising out of the work or out of materials, parts or equipment furnished with such work.
7. Product Recall
to damages claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - a. your product,
 - b. your work, or
 - c. impaired property,if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.
8. Damage To Impaired Property
to property damage to impaired property or property that has NOT been physically injured arising out of:
 - a. a defect, deficiency, inadequacy, or dangerous condition in your product or your work; or
 - b. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms,This exclusion does NOT apply to the loss of use of other property arising out of sudden and accidental physical injury to your product or your work after it has been put to its intended use.
9. Alcoholic Beverages
to liability arising out of your manufacturing, distributing, selling or serving of alcoholic beverages or to your liability as an owner or lessor of premises used for selling or serving alcoholic beverages.
10. Pollution Liability
 - a. to any liability including defense costs and expenses, arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
 - b. to any loss, cost or expense arising out of any governmental direction or request that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and

waste. Waste includes materials to be recycled, reconditioned or reclaimed.

11. Employers' Liability

- a. to any liability of any insured arising out of injury of an employee in the course of employment by any insured; and
- b. to any liability of any insured arising out of injury of the spouse, child, parent, brother, or sister of the employee as a consequence of subdivision a above,

whether the insured may be liable as an employer or in any other capacity. ALSO this exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the injury.

12. Services: Fiduciary or Professional to liability arising out of:

- a. the performance of or failure to perform any fiduciary duty or service; or
- b. the rendering of or failure to render any professional service, in whatever form, by or on behalf of any insured.

13. ERISA

to liability imposed on the insured under the Employees' Retirement Income Security Act (ERISA) of 1974 or any amendments thereto or similar subsequent federal acts or any similar provisions of state statutory or common law.

14. Nuclear Liability

to Nuclear Energy Liability (see attached Nuclear Liability Exclusion).

15. War Exclusion

to any liability any insured may have, directly or indirectly, occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism, military terrorism, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

16. Autos

to the ownership, entrustment, maintenance, operation, use, loading or unloading of autos.

17. Coverage A Exclusion

any liability arising out of any occurrence with respect to which any coverage for any other liability, injury or damage is provided by any Underlying Insurance shown in the Schedule of Underlying Insurance.

V. CONDITIONS

A. Appeals

We can appeal a judgment against any Insured under this agreement if:

- 1. the judgment is for more than the amount of the Retained Limit or the remaining Limits of Liability

under the Underlying Insurance, whichever applies; and

- 2. the Insured or the Underlying Insurers do NOT appeal it.

If we appeal the judgment, we will pay the costs of the appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this policy.

B. Audit Of Books And Records

We may audit your books and records at any time during the term of this insurance or within three years after its expiration or termination.

C. Financial Impairment

Bankruptcy, insolvency, rehabilitation, receivership, liquidation or other financial impairment of any insured or any insurer providing Underlying Insurance as stated in the Schedule of Underlying Insurance, shall neither relieve nor increase any of our obligations under this policy.

In the event there is a diminished recovery or no recovery available to any insured as a result of such financial impairment of any insurer providing Underlying Insurance, the coverage under this policy shall apply only in excess of the Limits of Liability stated in the Schedule of Underlying Insurance. Under no circumstances shall we be required to drop down and replace the underlying Limits of Liability, or assume any other obligations of a financially impaired insurer or the insured.

D. Cancellation

The first named insured in Item 1 of the Declarations may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

We may cancel this policy at any time by sending to the first named insured in Item 1 of the Declarations a notice of cancellation 30 days (10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated.

If cancellation is at the request of the first named insured, return premium will be computed at 90% of pro rata. If we cancel, return premium will be computed pro rata. If this policy insures more than one named insured, cancellation may be effected by the first named insured listed in Item 1 of the Declarations for the account of all the named insureds. Notice of cancellation by us to such first named insured will be deemed notice to all insureds and payment of any return premium to such first named insured will be for the account of all interests.

In the event that provisions of this condition conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

F. Duties In The Event Of Occurrence, Claim Or Suit

1. You MUST see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

- a. how, when and where the occurrence or offense took place;
- b. the names and addresses of any injured persons and witnesses; and
- c. the nature and location of any injury or damage arising out of the occurrence or offense.

2. If a claim is made or suit is brought against any insured, you must:

- a. immediately record the specifics of the claim or suit and the date received; and
 - b. notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or suit as soon as practicable.

3. You and any other involved insured must:

- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- b. authorize us to obtain records and other information;
- c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
- d. assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Except with respect to Directors and Officers Liability, notice of an occurrence is not notice of a claim.

G. First Named Insured

The person or organization first named in Item 1 of the Declarations shall be known as the first named insured and is primarily responsible for the payment of all premiums. The first named insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation and the receiving of any return premiums that become payable under this policy. The first named insured is authorized to request the Supplemental Extended Reporting Period Endorsement and request changes in the terms of this policy.

H. Inspection

We have the right, but are NOT obligated to inspect your premises and operations at any time. Our inspections are NOT safety inspections. They relate

only to the insurability of the premises and operations and the premium to be charged. We do NOT undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do NOT warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

I. Maintenance Of Scheduled Underlying Insurance

While this policy is in effect you agree to maintain the Underlying Insurance listed in the Schedule of Underlying Insurance in full force. THIS MEANS THAT:

1. the Scheduled Underlying Policy(ies) may NOT be cancelled or NOT renewed by either you or the Underlying Insurer without notifying us;
2. renewals or replacements will NOT be more restrictive in coverage;
3. terms, conditions and endorsements of the Scheduled Underlying Policy(ies) will NOT materially change;
4. the risk of uncollectibility (in whole or in part) of the Scheduled Underlying Policy(ies) limits as listed in the Schedule of Underlying Insurance, or replacements thereof, whether because of financial impairment or insolvency of an Underlying Insurer or for any other reason, is expressly retained by you and is not in any way or under any circumstances insured or assumed by us; and
5. Limits of Insurance will NOT change except for any reduction in the aggregate limit or Limits of Insurance by payment of claims hereunder.

Your failure and/or your Underlying Insurer's failure to comply with this condition will NOT invalidate this policy but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

J. Other Insurance

If other insurance applies to claims covered by this policy, the insurance under this policy is excess of such other insurance and we will NOT make any payments until the other insurance has been used up. This condition shall not apply, however, if the other insurance is specifically written to be excess over this policy.

Except to the extent stated in this policy, this insurance is NOT subject to the terms, conditions, or limitations of any other insurance.

K. Transfer of Rights of Recovery Against Others to Us.

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair these rights or the transfer thereof to us. The insured will cooperate with us and, at our request, will assist in the pursuit and enforcement of those rights. If there is any money recovered, we will disburse that money, as follows:

1. first, we will repay any actual payment made by the insured that is in excess of the Retained Limit.
2. second, we will be repaid to the extent of our actual payment; and

3. third, if any money remains, the insured or any underlying insurer will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money, we will share the expenses with the insured or any underlying insurer in proportion to the amount that each is repaid. If our recovery attempt is not successful, we will bear all of the recovery expenses.

L. Premium

The premium for this policy as stated in Item 3 of the Declarations is a flat premium and is subject to a minimum and deposit premium, if applicable. It is NOT subject to adjustment UNLESS:

1. a rate is shown in Item 3 of the Declarations; or
2. an endorsement or endorsements are attached to this policy changing the Limit of Liability, adding or changing an Underlying Policy, changing the Policy Period or extending the policy reporting period.

If a flat premium is charged, and a minimum premium is shown in Item 3 of the Declarations, then that minimum premium is fully earned as of the inception of this policy.

M. Representations

By accepting this policy, you agree that:

1. the statements in the Declarations are accurate and complete;
2. those statements are based upon representations you made to us; and
3. we have issued this policy in reliance upon your representations.

N. Titles Of Paragraphs

The titles of the varied Sections, Paragraphs, and Subparagraphs of this policy and endorsements attached to this policy, if any, are inserted solely for convenience or reference and are NOT to be deemed in any way to limit or affect the provisions to which they relate.

O. Transfer Of Rights And Duties

Your rights and duties under this insurance may NOT be transferred without our written consent, except if you die.

P. When Loss Is Payable

This policy will NOT apply until the insured, or the insured's Underlying Insurer is obligated to pay the amount of the underlying limit or Retained Limit for an occurrence which is also covered by this policy. When the amount of loss has finally been determined we will promptly pay on behalf of the insured the amount of loss which falls within the terms of this policy.

If we are required, or at our sole discretion elect, to pay any amounts on behalf of the insured within the Retained Limits, the first named insured listed in Item 1 of the Declarations will promptly reimburse us for any such amounts.

VI. DEFINITIONS

A. Applicable to Coverage A only

The bold face terms appearing in this policy have the meanings as set forth in the Underlying Policy(ies); but,

if no definition appears in such Underlying Policy(ies) or if Coverage B applies the definitions in paragraph B immediately below will apply.

B. Applicable to Coverage B

The bold face terms appearing in this policy have the meanings as set forth below.

1. Advertising Injury

Means:

Injury arising out of one or more of the following offenses:

- a. oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. oral or written publication of material that violates a person's right of privacy;
- c. misappropriation of advertising ideas or style of doing business; or
- d. infringement of copyright, title or slogan; committed or alleged to have been committed during the Policy Period in any advertisement, publicity article, broadcast or telecast and arising out of the insured's advertising activities.

2. Auto

Means:

A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; but, does NOT include mobile equipment.

3. Bodily Injury

Means:

bodily injury, sickness, disease, disability, shock, mental anguish, mental injury and humiliation, including resulting death.

4. Claims Made

Means:

Coverage provided under an Underlying Policy that applies to injury or damage caused by an occurrence where (1) the injury or damage takes place on or after the Retroactive Date shown in the Declarations and before the termination of the policy; and (2) the claim for such injury or damage is first made against any insured during the Policy Period or any Extended Reporting Period purchased under this policy.

5. Impaired Property

Means:

Tangible property, other than your product or your work, that cannot be used or is less useful because:

- a. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or
- b. you have failed to fulfill the terms of a contract or agreement relating to your product or your work;

if such property can be restored to use by:

- a. the repair, replacement, adjustment, or removal of your product or your work; or

- b. your fulfilling the terms of the contract or agreement.

6. Named Insured and Insured

Each of the following is an insured to the extent set forth below:

- a. the term **named insured** as used herein means any individual or organization stated in Item 1. of the Declarations as a named insured and:
 - i) if you are an organization other than a partnership or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage;
 - ii) if you are an individual, your spouse, but only with respect to the conduct of the business of which you are sole owner; or
 - iii) if you are a partnership or a joint venture, your partners or members and their spouses, but only with respect to their conduct of your business.
- b. The term **insured** as used herein means the named insured and:
 - i) any person, organization, trustee or estate that has obligated you by written contract to provide the insurance that is afforded by this policy, but only with respect to liability arising out of your work, your property and to property owned or used by you;
 - ii) at your option and subject to the terms of this policy, any person, organization, trustee, or estate (other than the named insured) included as an additional insured in the Underlying Insurance, but only with respect to liability arising out of your work, your product or property owned or used by you;
 - iii) your executive officers, directors and stockholders, but only within the scope of their duties as such;
 - iv) at your option and subject to the terms of this policy, any of your employees while within the scope of their employment by you, except for:
 - (a) **Bodily injury or property damage** arising out of the use of an auto, other than one owned by, loaned to, or hired by you;
 - (b) **Bodily injury or personal injury** to you or your co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such **bodily injury or personal injury** or for any obligation to share damages with or repay someone else who must pay damages because of the injury.
 - v) any person who has your permission to use an auto owned by, loaned to you, or hired

for use by you, and any person or organization legally responsible for the use of that auto; or

- vi) any person (other than your employee) or any organization while acting as manager of your real estate.

7. Insured Contract

Means:

- a. a lease of premises;
- b. a sidetrack agreement;
- c. any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. an elevator maintenance agreement;
- f. that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. **Tort liability** means a liability that would be imposed by law in the absence of any contract or agreement.

However, an insured contract does not include that part of any contract or agreement:

- a. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - i) preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - ii) giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- b. under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in subdivision a above and supervisory, inspection or engineering services.

8. Mobile Equipment

Means:

Any of the following types of land vehicles, including any attached machinery or equipment:

- a. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. vehicles maintained for use solely on or next to premises you own or rent;
- c. vehicles that travel on crawler treads;
- d. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - i) power cranes, shovels, loaders, diggers or drills; or

The Basic Extended Reporting Period does NOT apply to claims that are covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claims.

3. Supplemental Extended Reporting Period

- a. A Supplemental Extended Reporting Period is available only by an endorsement and for an additional charge. This period starts at the end of the Basic Extended Reporting Period and will be equal in length to the Supplemental Extended Reporting Period you purchased in the applicable Underlying Insurance. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the Policy Period of this policy, but will be subject to the separate Aggregate Limits of Liability set forth in subdivision c below.

The Supplemental Extended Reporting Period provided by the Underlying Policy means that extended reporting period provided at an additional charge.

If the Underlying Policy does not provide a Supplemental Extended Reporting Period then this policy does not offer a Supplemental Extended Reporting Period.

- b. The first named insured listed in Item 1 of the Declarations must give us a written request for the Endorsement within 60 days after the end of the Policy Period. The Supplemental Extended Reporting Period will NOT go into effect unless the first named insured pays the additional premium promptly when due.
- c. If said first named insured complies with subdivision b above we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate Aggregate Limits of Liability described below, but only for claims to which this subparagraph 3 applies.

The separate Aggregate Limits of Liability will be equal to the dollar amount shown in the Declarations in effect at the end of the Policy Period for:

- i) General Aggregate Limit;
- ii) Products Completed Operations Aggregate.

Paragraphs B and C of Section II - LIMITS OF LIABILITY will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in paragraph A of Section II - LIMITS OF LIABILITY.

- d. We will determine the additional premium for the Supplemental Extended Reporting Period in accordance with our rates.
- e. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this section, applicable to the

Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance, available under policies in force after the Supplemental Extended Reporting Period starts.

4. How Extended Reporting Periods Apply

- a. Extended Reporting Periods apply ONLY to claims for injury or damage which occur before the end of the Policy Period but NOT before the Retroactive Date shown in the Declarations.

- b. Extended Reporting Periods do NOT:

- i) extend the Policy Period or change the scope of coverage provided;
- ii) reinstate or increase the Limits of Liability applicable to any claim to which this insurance applies, except as described in subparagraph 3 of this section.

- c. Extended Reporting Periods may NOT be cancelled once in effect.

5. Notification Of Injury, Damage or Claim

Notification of injury, damage or claim must be in accordance with DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT as stated in Section V - CONDITIONS of this policy.

Any insured's failure to comply with any of the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT will void any Extended Reporting Period coverage under this policy, and we will promptly refund any additional premium you paid for the Extended Reporting Period coverage.

II. LIMITS OF LIABILITY - COVERAGES A AND B COMBINED

- A. The Limits of Liability, Coverages A and B Combined shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. the number of persons and organizations who are insureds under this policy;
2. the number of coverages provided under this policy;
3. the number of claims made and suits brought against any or all insureds;
4. the number of persons or organizations making claims or bringing suits.

- B. The Products Completed Operations Aggregate as stated in Item 4(b) of the policy Declarations is the most we will pay for all damages to which this policy applies under Coverages A and B because of injury and damages included in the products-completed operations hazard.

- C. The Directors and Officers Liability Aggregate as stated in Item 4.d. of the policy Declarations is the most we will pay for all damages to which this policy applies for Directors and Officers Liability.

- D. The Improper Sexual Conduct Aggregate as stated in Item 4.e. of the policy Declarations is the most we will

pay for all damages to which this policy applies for Improper Sexual Conduct.

- E. The General Aggregate as stated in Item 4.c. of the Declarations is the most we will pay for all damages to which this policy applies under Coverages A and B, except for:
1. damages included in paragraphs B., C. and D. above, and;
 2. coverages included in the Scheduled Underlying Policy(ies) to which no underlying aggregate(s) applies.
- F. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been exhausted by payments made on behalf of any insured by the Underlying Insurer, this policy shall apply as the applicable Underlying Insurance subject to all the terms and conditions of such Underlying Insurance and the terms and conditions of this policy. If the Limit of Liability of the Scheduled Underlying Policy(ies) as stated in the Schedule of Underlying Insurance has been reduced by payments made on behalf of any insured by the Underlying Insurer, this policy will drop down to become immediately excess of the reduced underlying limit. Such claims or suits will be subject to the terms of Coverage A.
- G. The Limits of Insurance of the Scheduled Underlying Policy(ies) will be reduced or exhausted only by payments made on behalf of the insured for injury or damage to which this insurance would apply, but for the amount of such injury or damage.
- H. In NO event will our liability under this policy be greater than the total of the Products Completed Operations Aggregate and the General Aggregate as stated in Items 4.b. and 4.c. of the Declarations.
- I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

III. DEFENSE PROVISIONS

- A. We will have the same defense obligations under this policy as are in the applicable Scheduled Underlying Insurance when:
1. The applicable Limits of Liability of the Scheduled Underlying Policies, plus the applicable limits of other insurance have been exhausted by payments, or
 2. Damages are sought for bodily injury, property damage, personal injury or advertising injury which are not covered by Underlying Insurance or other insurance.

B.

1. If a Scheduled Underlying Policy includes payments of defense expenses as part of its Limits of Liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense is within the applicable Limits of Liability of this policy and each payment we make for such defense expense reduces the available Limits of Liability by the amount of the payment.
 2. If a Scheduled Underlying Policy does not include payments of defense expense as part of its Limits of Liability, but instead indicates that the payment of defense expense will not reduce its Limits of Liability, then when excess of such Scheduled Underlying Policy, our payment of any defense expense will not reduce the available Limits of Liability.
 3. The definition of defense expenses will be subject to the same provisions as the applicable Underlying Insurance.
- C. We will not defend any suit or claim after we have exhausted the applicable aggregate Limit of Liability as stated in Items 4.c., 4.d. and 4.e. of the Declaration. If we are prevented by law from carrying out this paragraph, we will NOT pay any expense incurred without our written consent.
- D. In all circumstances for which paragraph A above is not applicable with respect to Coverage A and B, we will NOT be obligated to assume charge or pay the expenses for the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against any insured. We will, however, have the right in our sole discretion to participate in the defense and trial of any claims, suits or proceedings which relate to any occurrence that may involve this policy. If we avail ourselves of this right, we will do so at our expense.

IV. EXCLUSIONS

Each and every exclusion applicable to the Underlying Insurance also applies to this insurance. Additionally, the following exclusions apply under:

- A. UNDER COVERAGE A (EXCESS LIABILITY INSURANCE) AND COVERAGE B (UMBRELLA LIABILITY INSURANCE)
- With respect to Coverage A (Excess Liability Insurance) and Coverage B (Umbrella Liability Insurance), this policy does not apply to:
1. Statutory Obligations To Employees to any obligation for which the insured or any company as its insurer may be held liable under:
 - a. workers' compensation law,
 - b. unemployment compensation law,
 - c. disability benefits law, or
 - d. under any similar state or federal laws.
- B. UNDER COVERAGE A (EXCESS LIABILITY INSURANCE)
- In addition to the exclusions in Section A. above, this policy does not apply under Coverage A to:

- ii) road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. vehicles not described in subdivisions a, b, c, or d above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - ii) cherry pickers and similar devices used to raise or lower workers;
- f. vehicles not described in subdivisions a, b, c, or d above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not mobile equipment and will be considered autos:

- a. equipment designed primarily for:
 - i) snow removal;
 - ii) road maintenance, but not construction or resurfacing;
 - iii) street cleaning;
- b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

9. Occurrence

Means:

- a. an accident, including continuous and repeated exposure to substantially the same general harmful conditions which results in bodily injury or property damage which is neither expected nor intended from the standpoint of the insured. All such exposure to substantially the same general conditions will be considered as arising out of one occurrence;
- b. with respect to personal injury, only the offenses specified in DEFINITION 11. All damages arising out of substantially the same offense will be considered as arising out of one occurrence;
- c. with respect to advertising injury only the offenses listed in DEFINITION 1. All damages involving the same injurious material or act, regardless of the frequency or repetition thereof, the number or kind of media used, the number of claimants and all such damages will be considered as arising out of one occurrence; and
- d. with respect to professional liability and directors & officers liability, a breach of duty, neglect, error, omission, misstatement, misleading statement, or other wrongful act as

defined by the Scheduled Underlying Insurance. All damages involving the same wrongful act or a series of continuous or interrelated wrongful acts will be considered as arising out of one occurrence; and

10. Other Insurance

Means:

Insurance other than Scheduled Underlying Insurance or insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

11. Personal Injury

Means:

One or more of the following offenses:

- a. false arrest, false imprisonment, wrongful detention or malicious prosecution;
- b. libel, slander, defamation of character, or oral or written publication of material that violates a person's right of privacy, unless arising out of advertising activities;
- c. discrimination EXCEPT:
 - i) when arising out of the willful violation of a statute; or
 - ii) when committed by or with knowledge or consent of an Insured.
- d. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of the owner, landlord or lessor, or by a person claiming to be acting on behalf of the owner, landlord or lessor.

12. Policy Period

Means:

the period of time stated in Item 2 of the Declarations.

13. Products - Completed Operations Hazard

Means:

- a. All bodily injury and property damage arising out of your product or your work but only if the bodily injury and property damage:
 - i) arises from products no longer in your physical possession; or
 - ii) occurs after your work has been completed or abandoned.
- b. Your work will be considered completed at the earliest of the following times:
 - i) when all of the work called for in your contract has been completed; or
 - ii) when all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
 - iii) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- c. Work that may need service, maintenance, correction, repair or replacement but which is

otherwise complete, will be treated as completed;

- d. The products - completed operations hazard does NOT include bodily injury or property damage arising out of:

- i) the transportation of property unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it;
- ii) the existence of tools, uninstalled equipment or abandoned or unused materials.

14. Professional Liability

Means:

any liability of the insured for damages covered by any Scheduled Underlying Insurance arising out of our attributable to any breach of duty, neglect, error, omission, misstatement, misleading statement or other wrongful act as defined in the Scheduled Underlying Insurance.

15. Property Damage

Means:

- a. physical injury to tangible property which occurs during the Policy Period, including all resulting loss of use of such property resulting from it at any time; or
- b. loss of use of tangible property which has NOT been physically injured or destroyed, provided such loss of use is caused by an occurrence during the Policy Period.

16. Suit

Means:

A civil proceeding in which damages because of bodily injury, property damage, personal injury, advertising injury, or professional liability to which this insurance applies are alleged, including, without limitation:

- a. An arbitration proceeding in which such

damages are claimed and to which you must submit or do submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

17. Your Product

Means:

- a. any goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:

- i) you;
- ii) others trading under your name; or
- iii) a person or organization whose business or assets you have acquired; and

- b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included above. Your product also includes the providing of or failure to provide warnings or instructions.

Your product does NOT include vending machines or other property rented to or located for the use of others but not sold.

18. Your Work

Means:

- a. work or operations performed by you or on your behalf; and
- b. materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included above. Your work includes the providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION

This policy does NOT apply to bodily injury, property damage, advertising injury, personal injury or professional liability if applicable:

- A. 1. to bodily injury or property damage
 - a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the hazardous properties of nuclear material and with respect to which:
 - i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.
 2. to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
 3. to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - a. the nuclear material:
 - i) is at any nuclear facility owned by, or operated by or on behalf of, an insured; or
 - ii) has been discharged or vhdispersed therefrom;
 - b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.
- B. As used in this exclusion:
 1.
 - a. hazardous properties include radioactive, toxic or explosive properties;
 - b. nuclear material means source material, special nuclear material or by-product material;
 - c. source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amcdatory thrcrof;
 - d. spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 2. Waste
Means:
 - a. any waste material:
 - i) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - ii) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
 3. Nuclear facility
Means:
 - a. any nuclear reactor;
 - b. any equipment or device designed or used for:
 - i) separating the isotopes of uranium or plutonium,
 - ii) processing or utilizing spent fuel, or
 - iii) handling, processing or packaging waste;
 - c. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 4. Nuclear reactor
Means:
 - a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - b. property damage includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or underlying insurance.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY ENDORSEMENT
SOCIAL SERVICES PROFESSIONAL LIABILITY ENDORSEMENT
IMPROPER SEXUAL CONDUCT LIABILITY COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY**

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS' LIABILITY EXCLUSION

This insurance does not apply to any liability for bodily injury, sickness, disease, disability or shock, including death at any time resulting therefrom, and, if arising out of the foregoing, mental anguish or mental injury sustained by:

1. An employee of the insured arising out of and in the course of employment by the insured; or
2. The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.



CONTINENTAL OF OMEGA
BOYS & GIRLS CLUB

16. References



VALLEJO CITY UNIFIED SCHOOL DISTRICT

Ramona E. Bishop, Ed.D. • Superintendent

GOVERNING BOARD

| | |
|------------------------------|----------------|
| Ward "Ace" Stewart | President |
| Raymond Victor Mommsen | Vice President |
| Ruscal Cayangyang | Trustee |
| Dr. A. C. "Tony" Ubalde, Jr. | Trustee |
| Burky H. Worel | Trustee |

January 29, 2015

To whom it may concern,

It is my pleasure to write this letter of support for the Continentals of Omega Boys and Girls Club application for a Vallejo Community Development Block Grant for 2015/16 to support the Club's Power Hour academic support program and other programs for its members.

COBGC is a valuable partner to Vallejo City Unified School District's ASES Afterschool and Summer programs. COBGC provides quality afterschool program staff through a contract with VCUSD to bring the COBGC programming to our ASES Afterschool Programs. In addition, COBGC regularly contributes to program design through its presence on our ASES community advisory group.

Continentals of Omega Boys and Girls Club serves students that most often comes from families living below the poverty line. Nearby public schools in the neighborhood serve a high percentage of students receiving free lunch, an indicator of low income neighborhoods.

COBGC's Power Hour program supports its members in achieving at school. Successful completion of homework helps students stay on top of current instruction in class and master grade level standards. Additional tutoring for students not at grade level is also available through the staff that supports this activity. This is a vital service to our community. Academically and socially successful students are less likely to be involved in juvenile crime and are more likely to contribute in positive ways to their community, building a better Vallejo.

I fully support the efforts of Continentals of Omega Boys and Girls Club and recommend them for this funding. They fill a vital need in our community for Vallejo youth and deliver quality outcomes.

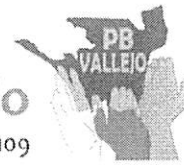
Sincerely,

Carol Lewis
Coordinator, Afterschool Programs



Participatory Budgeting Vallejo

555 Santa Clara Street • Vallejo, California • 707.648-4109



January 29, 2015

RE: Continentals of Omega Boys & Girls Club in Vallejo

The City of Vallejo's Participatory Budgeting program has worked closely with the Omega Boys & Girls Club (located at 1 Positive Place, Vallejo) over the past 18 months, and community support demonstrated through a special public vote has resulted in \$65,000 in grant funding to improve programs and services that the club offers to Vallejo's youth.

As a result of a May 2013 public vote and City Council Resolution No. 13-117 N.C., on July 26, 2014, the City of Vallejo entered into a grant agreement with the Omega Boys & Girls Club and allocated \$5,000 in funding for a public garden located on the club grounds. The funding was used to reimburse the club for the July 2, 2014 purchase of tools, lumber for garden boxes, irrigation materials, and trees/plants.

This grant was organized into three areas: Children's Education, Classes and the Senior Diner Program. The Omega's Club Kids (ages 7-17) are the population most involved with the garden. They participate in the planning process, deciding which crops to plant, the actual act of planting, and then caring for and harvesting the crops. With the crops they harvest, they prepare healthy snacks to take home to their families as well as information on nutrition and healthy eating. This program operates year-round. It is an afterschool program during the months school is in session, and it becomes a day camp during the summer when school is out of session. The program is open to all Vallejo students for a nominal fee (\$50 per school year and \$60 per week during the summer).

Staff and volunteers hold a variety of gardening classes through the year. Omega also engages with other gardens to help teach these classes, particularly providing classes designed and targeted for the Club Kids. The items grown in the garden are also used for the Senior Diner Program, a free weekly lunch provided to seniors in need.

In May 2013, the public also recommended through a vote to fund a gym renovation for the Omega Club, and City Council Resolution No. 13-119 N.C. allocated \$60,000 in funding to install a state-of-the-art polypropylene gym floor, purchase and install audio/video equipment, and upgrade exit lighting and electrical systems. On September 30, 2014, the City of Vallejo entered into a grant agreement to provide \$60,000 in funding.

The Omega gym currently provides ample space for club members to participate and/or host athletic activities, enjoy and perform in theatrical/musical arts, assemble for special events, and engage in group activities. Replacing the old carpet with a state-of-the-art gymnasium floor, adding sound, stage lighting, and audio-visual equipment for the stage, and upgrading the electrical system will allow Omega to increase the number of instructional classes and activities, improve the experience of participants at special events, host outside organizations and schools for sport tournaments or music/theatrical arts performances, and improve the overall impact of services.

To date, approximately \$40,000 in funding has been expended and the gym floor has been installed. Audio/video equipment is expected to be purchased and the electrical system upgraded within the next 60 days, exhausting the \$60,000 grant funding.

The City of Vallejo recognizes the integral role that the Omega Boys & Girls Club plays in educating, mentoring and developing Vallejo's youth, and anticipates a continued relationship with the club in future decades.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Morat', with a long horizontal stroke extending to the right.

Will Morat
Administrative Analyst I
Office of the City Manager, City of Vallejo
will.morat@cityofvallejo.net
707-648-4109



January 29, 2015

Mr. Guy Ricca
Housing and Community Development Division
City of Vallejo
200 Georgia Street
Vallejo, Ca 94590

Ref: Community Development Block Grant Program FY 2015/2016 in support of the Continentals of Omega Boys and Girls Club

Dear Mr. Ricca:

The Valero Benicia Refinery is pleased to play a role in supporting Philmore Graham's vision through the active participation of the Valero Volunteer Council in activities and projects at the Continentals of Omega Boys and Girls Club in Vallejo.

Throughout the years, Valero Volunteers have participated in dozens of projects at the Clubhouse, including painting, landscaping, and installing computer equipment.

Valero believes in, and supports, the ideals the Continentals of Omega Boys and Girls Club. In addition to their volunteer efforts, employees have nominated and selected the Continentals of Omega Boys and Girls Club as an 8-time recipient of a Valero Benefit for Children grant, with grants totaling \$175,000. We look forward our continued support of this worthy not-for-profit organization that lifts up the youth of Vallejo and put them on a path to success.

Please let me know if there is any additional information I can provide to you in support of the request by the Continentals of Omega Boys and Girls Club for a FY 2015/2016 Community Development Block Grant.

Sincerely,

A handwritten signature in black ink that reads 'Sue Fisher Jones'. The signature is written in a cursive, flowing style.

Sue Fisher Jones
Public Affairs Manager

:sfj



CONTINENTALS OF OMEGA
BOYS & GIRLS CLUB

17. Insurance Coverages and Workers Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2015

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 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 SteelBridge Insurance Services, Inc. | CONTACT NAME: SteelBridge Customer Service | |
| | PHONE (A/C No. Ext): (831)425-6640 | FAX (A/C No.): (888)338-7277 |
| PO Box 629 Santa Cruz CA 95061 | E-MAIL ADDRESS: csr@steelbridgeins.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Continental of Omega 1920 Broadway Vallejo CA 94589 | INSURER A: NonProfits Ins Alliance of CA | NAIC # 10023 |
| | INSURER B: New York Marine and General | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: **CL151807745** 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 | ADDITIONAL SUBROGATION RIGHTS | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------|----------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> | X | 2015-08382-NPO | 1/21/2015 | 1/21/2016 | 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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | 2015-08382-NPO | 1/21/2015 | 1/21/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ included |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WC201400006350 | 7/1/2014 | 7/1/2015 | WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured with respect to liability arising out of the operations of the named insured.

| | |
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| CERTIFICATE HOLDER BGCAMemberRequirements@BGC Boys & Girls Club Of America 1275 Peach Tree St. N.E. Atlanta, GA 30309 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE P Wightman/SHANNO |