

ORIGINAL

CITY OF SAN JOSE GRANT AGREEMENT

SUMMARY PAGE

This GRANT AGREEMENT is entered into this 19th day of November, 2019 by the CITY OF SAN JOSE, a municipal corporation ("CITY") and CITY OF SALINAS, a political subdivision of the state of California ("GRANTEE").

Grant Type: State Grant Contract No.: IC18 10 7928

Agency: City of Salinas

Project: Internet Crimes Against Children Grant Program

Description: The California Governor's Office of Emergency Services ("Cal OES") has awarded Fiscal Year 2018 Internet Crimes Against Children grant funds to the CITY. This agreement is to allocate a Grant Subaward in an amount not to exceed \$200,000 from the CITY to the GRANTEE to procure a mobile forensic vehicle for the Silicon Valley Internet Crimes Against Children Task Force. The CITY will reimburse to the GRANTEE funds (not to exceed \$200,000) that the GRANTEE expends during the 2018 Internet Crimes Against Children performance period – July 1, 2018 through December 31, 2020.

Funding Source: Internet Crimes Against Children Grant Program

Grant Award Not to Exceed: \$200,000

Payment Terms: See Exhibit D

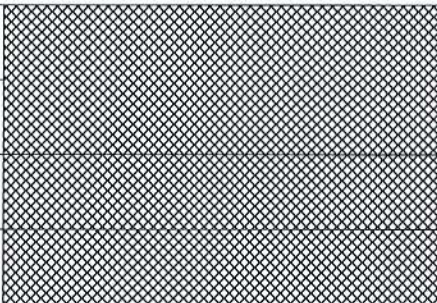
Agreement Term: Start Date: 07/01/2018 End Date: 12/31/2020

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	City of Salinas	San José Police Department
Address for Legal Notice:	200 Lincoln Avenue	201 W. Mission Street
City/State/Zip Code:	Salinas, CA 93901	San José, CA 95110
Attention:	Roberto Filice	Edgardo Garcia
Email Address:	RobertoF@ci.salinas.ca.us	Edgardo.Garcia@sanjoseca.gov
Telephone No.:	831-682-0042	408-277-4212
Fax No:	831-758-7982	

**CITY OF SAN JOSE
GRANT AGREEMENT**

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Taxpayer ID	94-6000412	
CITY Business License/ Tax No.:	N/A	
Type of Entity:	Government	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE CONTRACT MANAGER:	Manuel Martinez
Title:	Assistant Chief
Telephone No:	831-206-1484
Fax No:	831-758-7982
Email:	manuelma@ci.salinas.ca.us

EXHIBIT LIST

YES N/A

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit A: Scope of Services |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit B: Monitoring, Evaluation, and Reporting Requirements |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit C: Budget Summary |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit D: Payments to GRANTEE and Reporting Schedule |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit E: General Service Requirements (Special Grant Conditions) |

To the extent applicable, the following grant provisions are required for this AGREEMENT. (Check all provisions that apply.)

ADDITIONAL REQUIRED LANGUAGE ATTACHMENTS

- | | | |
|-------------------------------------|-------------------------------------|--------------------------|
| YES | N/A | (if applicable) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | City of San José Funding |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Federal |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | County |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other Public Agency |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Private Funding Agency |

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exhibit G: Insurance |

**CITY OF SAN JOSE
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I certify that I have read and hereby consent to all the terms and provisions contained in the attached AGREEMENT, including without limitation, all exhibits.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

CITY OF SALINAS, a political subdivision of the state of California

RAY E. CORPUZ, JR.
City Manager



Date: 8.29.2019

ADELE FRESE
Chief of Police



Date: 09/09/19

APPROVED AS TO FORM:

CHRISTOPHER A. CALLIHAN
City Attorney



Date: Aug 29, 2019

CITY OF SAN JOSE, a municipal corporation

LELAND WILCOX
Chief of Staff
Office of the City Manager



Date: 11-19-19

APPROVED AS TO FORM:

CARL B. MITCHELL
Sr. Deputy City Attorney



Date: 10/11/2019



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**CITY OF SAN JOSE
GRANT AGREEMENT**

This AGREEMENT is made and entered upon execution by CITY, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and the person or entity identified as GRANTEE on page 1 of the Summary Pages at the beginning of this AGREEMENT (hereinafter referred to as "GRANTEE").

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1: RECITALS

WHEREAS, CITY desires to fund grant services to be provided by GRANTEE; and

WHEREAS, GRANTEE has the necessary professional expertise and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain GRANTEE to perform those services specified in **EXHIBIT A** of this AGREEMENT.

SECTION 2: PROGRAM COORDINATION

A. CITY: The Director of the Department identified on the Summary Pages under City of San José (hereinafter "DIRECTOR"), or his or her designee, shall be the CITY official responsible for the program and shall render overall supervision of the progress and performance of this AGREEMENT by CITY. All services agreed to be performed by CITY shall be under the overall direction of the DIRECTOR.

B. GRANTEE: GRANTEE shall identify a single project director who shall have overall responsibility for the progress and execution of this AGREEMENT. Such person is identified on the Summary Pages as GRANTEE CONTRACT MANAGER. Additionally, GRANTEE shall immediately notify CITY in writing should circumstances or conditions subsequent to the execution of this AGREEMENT require a substitute GRANTEE CONTRACT MANAGER. GRANTEE's CONTRACT MANAGER and GRANTEE staff will fully cooperate with the DIRECTOR relating to the work or services provided hereunder.

SECTION 3: TERM OF AGREEMENT AND GRANT AWARD

A. The term of this AGREEMENT shall commence on the Start Date as set forth in the Summary Pages and shall expire on the End Date as set forth in the Summary Pages unless extended or sooner terminated in accordance with the terms of this AGREEMENT. Regardless of the date of execution of this AGREEMENT, this AGREEMENT is effective as of the Start Date.

B. If this AGREEMENT is extended, a request to extend this AGREEMENT along with a description of the revised Scope of Services (**EXHIBIT A**) documents should be submitted by GRANTEE to the CITY no less than forty-five (45) days prior to the expiration date. An extension must be set forth in a written amendment to this AGREEMENT, signed by authorized

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representatives of CITY and GRANTEE. Nothing herein commits or binds the CITY to extend this AGREEMENT which shall be at the sole discretion of CITY, and if additional funds are required, shall be subject to appropriation of funds by the City Council.

SECTION 4: GRANT SERVICES

GRANTEE shall perform those services as specified in detail on **EXHIBIT A** entitled "Scope of Services," and shall comply with the terms and conditions of this AGREEMENT ("Grant Services").

SECTION 5: PAYMENTS

A. CITY agrees to pay GRANTEE an amount not to exceed the amount set forth on the Summary Pages ("Grant Award"), for the services described in **EXHIBIT A** entitled "Scope of Services", and which payment is subject to the terms and conditions set forth in **EXHIBIT D** entitled "Payments to GRANTEE and Reporting Schedule." Any costs incurred by GRANTEE above the Grant Award shall be at GRANTEE's sole cost and expense.

B. GRANTEE will provide CITY with invoices or financial reports signed by the Executive Director or other authorized agency representative with authority to confirm the accuracy of reported expenditures on a form approved by the CITY, with applicable invoices and/or financial reports in sufficient detail to determine actual costs incurred, hours services provided, and any indirect, overhead or administrative costs charged to the CITY.

C. CITY will review invoices or financial reports for adherence to AGREEMENT requirements and services, and authorize and release payment to GRANTEE based upon claims submitted and within twenty (20) calendar days from receipt of invoice or financial reports, provided that GRANTEE is not in default under any provisions of this AGREEMENT.

D. CITY will not pay for unauthorized services rendered by GRANTEE or for claimed services which GRANTEE has not provided as required by this AGREEMENT.

E. The City Manager may, without prior notice to GRANTEE, at any time in his or her absolute discretion, elect to suspend or terminate payment to GRANTEE, in whole or in part, terminate work or expenditures by GRANTEE under this AGREEMENT, or not to make any particular payment under this AGREEMENT or take any other action available in the event of any of the following occurrences:

1. If GRANTEE (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or statements furnished to CITY in connection with this AGREEMENT;
2. If there is pending litigation with respect to the performance by GRANTEE of any of its duties or obligations under this AGREEMENT which may materially

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- jeopardize or adversely affect the undertaking of or the carrying out of the Grant Services;
3. If GRANTEE, without having obtained CITY approval, has taken any action pertaining to the Grant Services which requires CITY approval;
 4. If GRANTEE makes improper use of the Grant Award;
 5. If GRANTEE fails to comply with any of the terms and conditions of this AGREEMENT including without limitation, GRANTEE's failure to carry out the Grant Services or other obligations as described in any Exhibit to this AGREEMENT.
 6. If GRANTEE submits to CITY any report which is incorrect or incomplete in any material respect, or is untimely.

SECTION 6: DEFAULT AND TERMINATION OF AGREEMENT

A. CITY may, through CITY's DIRECTOR, terminate this AGREEMENT without cause by giving GRANTEE thirty (30) calendar days written notice.

B. Each of GRANTEE's obligations under this AGREEMENT shall be deemed material. If GRANTEE fails to perform any of its obligations under this AGREEMENT, or any other AGREEMENT with the CITY, CITY may terminate this AGREEMENT upon ten (10) days advance notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, this AGREEMENT shall be terminated. Without limiting the generality of the foregoing, the occurrence of any one of the following events shall constitute a default of this AGREEMENT for which CITY may exercise its right of termination:

1. GRANTEE's breach of any of the representations or warranties contained in this AGREEMENT;
2. The occurrence of any of the events set forth in SECTION 5 for suspension or termination of CITY's payment of the Grant Award.

C. In the event of termination under this SECTION, GRANTEE shall have the following obligations:

1. No later than thirty (30) days following the date of termination, GRANTEE shall refund to CITY any unused portion of the Grant Award, except that GRANTEE shall have no obligation to refund to CITY any portion of the Grant Award that was distributed in accordance with the terms of the AGREEMENT. GRANTEE shall also provide CITY with a written report detailing the expenditures, if any, from the Grant

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Award, including an accounting of its administrative expenses to the date of termination. GRANTEE shall refund to CITY any portion of the Grant Award designated for GRANTEE's administrative expenses which was not expended as of the date of termination. Nothing in this AGREEMENT shall be deemed to be a waiver of CITY's right to recover from GRANTEE any portion of the Grant Award that has not been spent in accordance with this AGREEMENT. Upon receipt, GRANTEE will be paid for services performed and reimbursable expenses incurred in compliance with the terms of this AGREEMENT to date of termination, unless other payment terms are explicitly provided in **EXHIBIT D**.

2. Upon termination, GRANTEE shall immediately deliver to CITY any and all copies of materials used or developed for this grant including, but not limited to, all data collection forms, reports, studies and other work performed, whether or not completed by GRANTEE or GRANTEE's subcontractor, if any, under this AGREEMENT.

D. Nothing in this AGREEMENT shall be construed so as to deprive CITY of its rights and remedies at law or in equity against GRANTEE.

E. CITY's DIRECTOR is authorized to terminate this AGREEMENT on CITY's behalf.

F. If the term of this AGREEMENT is more than one year, the funding in any year after the first year may be contingent upon past and pending performance as well as future appropriation by the City Council of the City of San José, in its sole discretion. If the funding required to pay for Grant Services for the next fiscal year has not been appropriated by June 30 of any year, this AGREEMENT will automatically terminate, effective June 30.

G. CITY may, at its sole option, pursue a course correction process with GRANTEE to address issues with GRANTEE's performance under this AGREEMENT. However, CITY is under no obligation to pursue a course correction prior to exercising its rights to suspend payment to GRANTEE or to terminate this AGREEMENT.

SECTION 7: ACCOUNTING AND FINANCIAL RECORDS

GRANTEE shall establish and maintain at all times, on a current basis in connection with the provision of the Grant Program, an adequate accounting system in accordance with generally accepted accounting principles and standards and acceptable to DIRECTOR covering all revenues, costs, and expenditures with respect to GRANTEE's performance under this AGREEMENT. GRANTEE shall maintain its accounting system and shall provide CITY with reports that separate costs and expenses incurred by GRANTEE with CITY funds as distinguished from costs and expenses paid for from other funding sources.

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SECTION 8: REPORTING REQUIREMENTS

GRANTEE shall submit reports related to GRANTEE's performance under this AGREEMENT prepared in accordance with **EXHIBIT B** and, to the extent applicable, on the schedule specified in **EXHIBIT D**. The format of the reports shall be as provided in this AGREEMENT unless otherwise directed by the DIRECTOR. A final report shall be delivered to CITY prior to expiration of this AGREEMENT, as may be further described in **EXHIBIT B**.

SECTION 9: RIGHT OF EXAMINATION AND AUDIT AND PRESERVATION OF RECORDS

GRANTEE agrees that the CITY's Manager, Auditor, Attorney or the DIRECTOR, or any of their duly authorized representatives, shall have access to and the right to examine all facilities and activities of GRANTEE related to GRANTEE's performance of this AGREEMENT, including the right to audit, conduct further financial review, examine and make excerpts or transcripts of all contracts, subcontracts, invoices, payroll records, personnel records, and all other data or financial records relating to matters covered by this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall cooperate with CITY in such audit, examination, further review and shall provide CITY with access to GRANTEE's staff and to all relevant records, documents, and data, including but not limited to, management letters, board minutes and payroll.

EXHIBIT B, "MONITORING, EVALUATION AND REPORTING REQUIREMENTS" may set forth additional standards regarding the CITY's right to audit, and GRANTEE's obligation to deliver to the CITY reports which may include audited financial reports.

SECTION 10: CITY ACKNOWLEDGMENT

GRANTEE shall acknowledge the support of CITY, where appropriate, in written documents and informational materials regarding the Grant Program.

SECTION 11: INSURANCE

GRANTEE agrees to have the policies set forth in the attached **EXHIBIT G**, entitled "INSURANCE" not later than the date of execution of this AGREEMENT and to maintain such policies throughout the term of this AGREEMENT. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements may not be amended or waived unless approved in writing by the Risk Manager. GRANTEE agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this AGREEMENT.

SECTION 12: INDEMNIFICATION AND HOLD HARMLESS

A. GRANTEE agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, demands, causes of action, or liabilities incurred by CITY arising from, in whole

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or in part, directly or indirectly, GRANTEE's acts or omissions under this AGREEMENT, except as may arise from the gross negligence or willful misconduct of CITY. In any action or claim against CITY in which GRANTEE is defending CITY, CITY shall have the right to approve legal counsel providing CITY's defense and such approval shall not be unreasonably withheld. GRANTEE further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of CITY's property, except as may be caused by the CITY's gross negligence or willful misconduct.

B. The GRANTEE's obligations under this indemnification provision shall survive the expiration or termination of this AGREEMENT.

SECTION 13: NOTICES

A. Any communication or notice to either party shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, or by facsimile or electronic mail, to the respective parties addressed as referenced on the Summary Page of this AGREEMENT.

B. Either party may change its address by sending written notice of the new address to the other party pursuant to this SECTION.

SECTION 14: AMENDMENTS

Unless otherwise authorized by this AGREEMENT, amendments to the terms and conditions of this AGREEMENT and any such adjustment to this AGREEMENT shall be effective only upon the mutual agreement in writing of the authorized representatives of the parties.

SECTION 15: COMPLIANCE WITH LAWS/NONDISCRIMINATION

A. GRANTEE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments and with applicable CITY policies.

B. GRANTEE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnicity or national origin in connection with or related to the performance of this AGREEMENT.

C. GRANTEE will also obtain and maintain all licenses and permits appropriate to its proper and effective performance of this AGREEMENT prior to the date of commencement, including, but not limited to a City of San José business tax certificate or exemption, if applicable, with the CITY's Finance Department to operate in the CITY. GRANTEE is responsible for contacting the appropriate offices and filing the necessary documents to comply with these requirements.

SECTION 16: RELATIONSHIP OF PARTIES

A. It is understood and agreed by and between the parties that GRANTEE, in the performance of this AGREEMENT, shall not act nor is it at any time authorized to act, as the agent or

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representative of CITY in any matter. GRANTEE further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that GRANTEE is acting in such a capacity.

B. The parties agree that GRANTEE and GRANTEE's employees shall be at all times independent contractors and not agents or employees of the CITY, and that GRANTEE and GRANTEE's employees shall not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance or any other benefit or right connected with employment by the City of San José, or any compensation other than as prescribed herein, and GRANTEE and GRANTEE's employees expressly waive any claim they may have to any such rights.

C. Under no circumstances shall this AGREEMENT be construed as one of partnership, joint venture, or employment between GRANTEE and CITY. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 17: WAIVER

A. In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed to be a waiver by CITY or GRANTEE of any breach of covenants or conditions of this AGREEMENT or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.

B. The waiver by any party to this AGREEMENT of a breach of any provision of this AGREEMENT shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this AGREEMENT.

SECTION 18: CORPORATE AUTHORITY/AUTHORIZED REPRESENTATIVES

GRANTEE represents and warrants that it has the authority to enter into this AGREEMENT. GRANTEE further represents and warrants that its signatory to this AGREEMENT is authorized to execute this AGREEMENT on GRANTEE's behalf.

SECTION 19: INTEGRATED DOCUMENT

This AGREEMENT, including the Summary Pages and any Exhibits, are incorporated herein and embody the entire agreement between CITY and GRANTEE. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms or obligations contained in any documents comprising this AGREEMENT. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

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SECTION 20: SEVERABILITY OF PROVISIONS

If any part of this AGREEMENT is for any reason found to be unenforceable by a court of competent jurisdiction, all other parts nevertheless remain enforceable. CITY and GRANTEE agree that to the extent that the exclusion of any unenforceable provisions from this AGREEMENT affects the purpose of this AGREEMENT, then the parties shall negotiate an adjustment to this AGREEMENT in order to give full effect to the purpose of this AGREEMENT or either party may terminate this AGREEMENT. In the event of termination, the provisions of SECTION 6 as related to repayment of the Grant Award shall apply.

SECTION 21: VENUE

The parties agree that this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

SECTION 22: CONFLICT OF INTEREST

GRANTEE shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified in California Government Code SECTION 87000, et seq.), with the conflict of interest provisions of Government Code SECTION 1090 et seq. and with the CITY's Code of Ethics, set forth in City Council Policy 0-15. GRANTEE shall promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

SECTION 23: RELIGIOUS/POLITICAL ACTIVITIES

A. GRANTEE shall not expend any portion of the Grant Award to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this SECTION, shall be deemed a disallowed cost.

B. GRANTEE shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 24: ASSIGNABILITY

The parties agree that the expertise and experience of GRANTEE are material considerations for this AGREEMENT. Unless specifically authorized by this AGREEMENT, GRANTEE may not assign the performance of any obligation or interest under this AGREEMENT, including subcontracting, without the prior written consent of CITY. Any attempt by GRANTEE to assign this AGREEMENT, in violation of this SECTION, will be voidable at CITY's sole option.

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SECTION 25: SUBCONTRACTS

- A. No subcontract will alter in any way any legal responsibility of GRANTEE to provide services under this AGREEMENT.
- B. GRANTEE will monitor the subcontractor to ensure compliance with the terms and conditions of this AGREEMENT and provide records of their compliance as requested.
- C. GRANTEE assures that the subcontractor(s) maintain(s) current licensure and indemnity insurance appropriate for obligations undertaken by subcontractor(s) and provides copies of such to CITY.
- D. GRANTEE will provide CITY with records of reimbursement to subcontractor(s) for obligations incurred under subcontract.
- E. CITY has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this AGREEMENT.

SECTION 26: EMPLOYEES/VOLUNTEERS

- A. Any and all personnel employed or volunteers retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE.
- B. GRANTEE shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code SECTION 5164. GRANTEE shall fully indemnify, defend, and hold harmless CITY for any such hiring. GRANTEE shall notify CITY in writing of any violation of this provision as soon as is reasonably practicable.
- C. GRANTEE shall also not employ any person who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in SECTION 5163 of the California Public Resources Code.
- D. Regardless of whether services have been provided prior to full execution of this AGREEMENT, GRANTEE certifies to the CITY that all services were provided in full compliance with the terms and provisions of this AGREEMENT.
- E. To give effect to California Public Resources Code Sections 5163 and 5164, GRANTEE shall follow the procedures contained in **EXHIBIT F** attached hereto. In the event GRANTEE chooses a different national criminal database for complying with the FBI requirement for background checks, then such alternative database shall be subject to the CITY's prior written approval.

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SECTION 27: GRANTEE'S FINANCIALS

A. City Council requires that each non-profit organization receiving \$290,000 or more in funds from the CITY (in the aggregate) during any fiscal year which is either (i) grant funding other than construction funding and/or (ii) operating subsidy funding for operation of CITY facilities, must prepare and make available for public view on the internet, annual audited financial statements. The audited financial statements must be made available for view within 150 days from the end of the non-profit's fiscal year (which period may be extended by the City Manager based upon a showing of hardship or other good cause) and must be submitted to the Department and posted at the Agency website at an easy access location. All audits must be performed by a certified public accountant currently licensed to practice in the State of California, must conform to generally accepted auditing standards and otherwise be in a form acceptable to the CITY.

B. Non-profits shall be required to comply with this requirement at the time that the non-profit has entered into one or more grant agreements or subsidy agreements with the CITY, which provide for the payment of an aggregate amount that equals or exceeds \$290,000 in grant and/or subsidy funds in any one fiscal year. Non-profits covered by this requirement must exert due diligence in determining when they have reached the aggregate funding threshold of \$290,000. The provisions of the financial posting requirements shall be interpreted broadly to effectuate the purpose of making available to the public information on recipients of substantial CITY funds. These provisions shall apply not only to grant agreements or operating agreements but shall also apply, without limitation, if any amendments to such agreements brings the total annual funding to equal or exceed \$290,000, and also to any other agreements with the CITY that are equivalent in purpose to a grant agreement or an operating subsidy agreement, regardless of the title of the agreement.

C. This posting requirement shall remain in effect until an entire fiscal year passes in which the non-profit does not have contracts with the CITY which provide for grants and/or subsidies from the CITY in an aggregate amount equaling or exceeding \$290,000. Without limitation of any other remedy, GRANTEE's failure to comply with this requirement may be taken into consideration when evaluating GRANTEE's request for future grant funds or subsidies.

SECTION 28: ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

A. GRANTEE agrees that, in the performance of this AGREEMENT, GRANTEE shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the policy can be found on the CITY's website at the following link:

<http://www.sanjoseca.gov/?nid=1774>

B. Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

1. Use of recycled and/or recyclable products in daily operations. (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)

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2. Use of Energy Star Compliant equipment.
3. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
4. Internal waste reduction and reuse protocol(s).
5. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 29: GIFTS

A. GRANTEE is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San José Municipal Code.

B. GRANTEE agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by GRANTEE. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 6 of this AGREEMENT.

SECTION 30: DISQUALIFICATION OF FORMER EMPLOYEES

GRANTEE is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). GRANTEE shall not utilize either directly or indirectly any officer, employee, or agent of GRANTEE to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 31: MISCELLANEOUS

A. The headings of the sections and subsections of this AGREEMENT are inserted for convenience only.

B. Where this AGREEMENT refers to CITY and no officer of the CITY is named, CITY's Manager shall have the authority to act on CITY's behalf.

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**EXHIBIT A
SCOPE OF SERVICES**

In accordance with the provisions of the AGREEMENT and all rules and regulations pertaining thereto, GRANTEE shall use the Grant Program funds to procure a new forensic vehicle for the Internet Crimes Against Children Task Force. Procurement of the vehicle by GRANTEE shall be subject to the following requirements:

- 1. Contracts and Procurements:** The GRANTEE is the responsible entity, without recourse to the CITY or Cal OES, regarding the settlement and satisfaction of all contractual and administrative issues arising from contracts of the Subrecipient and Grant Subaward procurements. This responsibility includes, but is not limited to, disputes, claims, and protests of awards. Governmental entities must comply with applicable procurement laws and policies for their jurisdiction when contracting for goods or procuring services. Matters concerning violation of laws must be referred to the local, state, or federal authority having jurisdiction.
- 2. Contracts and Procurements Over \$50,000:** GRANTEE must use the formal method of contracting in which a bidder is selected based on material submitted in response to an Invitation for Bid ("IFB") or a Request for Proposal ("RFP"). IFBs/RFPs must clearly define all requirements the bidder must fulfill for the bid or offer to be evaluated by the project. The bid or proposal must include a clear and accurate description of the technical requirements for the services or materials/goods to be produced and must not contain any features that unduly restrict competition. Bidders are not allowed to discuss or clarify any points after their bids have been submitted, and face-to-face negotiations are not allowed.
 - Invitation for Bid (IFB) is used to solicit prices for services or goods based on definitive specifications. It must include a clear and accurate description of the technical requirements for the services (Contracts) to be produced, or the material or product (Goods) to be procured. The description must not contain features that unduly restrict competition. The basic reason for establishing specifications for technical details for use in formal advertising is to convey to all bidders a complete, unvarying understanding of what is required. This calls for a clear and precise description not subject to varying interpretations. Ensure that all costs are accounted for including any timelines, and all programmatic requirements.
 - a) Cost or Price Analysis: All procurements and/or contracts funded by federal Grant Subawards must have a cost or price analysis performed and submitted to the CITY for the file. The cost or price analysis is written documentation demonstrating the reasonableness of the proposed price of the contract or procured item. Specifically: Price Analysis is the process of examining and evaluating a proposed price without evaluating its separate elements of cost to determine the price is reasonable. It is generally used for simple procurements for which there is adequate catalog pricing and market competition.

**CITY OF SAN JOSE
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- b) Cost Analysis is the review and evaluation of separate elements of cost and profit or fee in an offeror's or contractor's proposal. A cost analysis is required when a bidder is required to submit the elements of his estimated cost, e.g., on consulting contracts for professional services.
- A cost analysis is necessary whenever competition is lacking, and for non-bid procurements, contract modifications and change orders. The method and degree of cost/price analysis is dependent on the facts surrounding the particular procurement situation. In addition to price, examples of factors that can be taken into consideration include items such as:
 - a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 - b) Whether the bidder can perform the contract or provide the service promptly or within the time specified.
 - c) The warranty, product life expectancy and/or the ability of the bidder to provide future maintenance and service of the item being procured.

**CITY OF SAN JOSE
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**EXHIBIT B
MONITORING, EVALUATION AND REPORTING REQUIREMENTS**

The CITY reserves the right to perform audits or reviews of the Grant Subaward at any time. The CITY can use a field review and desk review to test the GRANTEE's compliance with laws and regulations. The CITY does not claim title to the vehicle but requires the GRANTEE to maintain accountability for the vehicle.

Field Review: The CITY representative travels to the GRANTEE's place of business to conduct Compliance Review. Review of the GRANTEE's policies, procedures, documentation supporting claimed expenditures, procurement documentation, contracts, equipment records, interviewing staff, and as applicable, verifying equipment purchases and location.

Desk Review: The CITY requests the GRANTEE to submit documents in the mail. These documents may include responding to Schedules (targeted compliance questionnaires), Corrective Action Plans (CAP), or other source documentation supporting claimed reimbursements. A desk review's scope may be limited or extended.

Vehicle Reporting Requirements: The GRANTEE must collect the vehicle's maintenance costs, such as gasoline, parts, and labor and report it to the CITY on a monthly basis.

Equipment Identification and Records: GRANTEE shall maintain a readily identifiable inventory of the procured forensic vehicle. The forensic vehicle must be noted in a log containing the following information for as long as the equipment is owned by the Subrecipient. Equipment records must contain the following information:

- A description of the property;
- Serial number, or other identification number;
- Source of the property;
- Identification of the title holder;
- Acquisition date;
- Cost of the equipment;
- Percentage of federal participation in the cost of the equipment;
- Location of the equipment;
- Use and condition of the equipment;
- Unit acquisition cost; and
- Disposition, data, including date of disposal and sale price.

A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years. The GRANTEE is responsible for maintaining all equipment purchased with grant funds and the equipment must be available for review by the CITY and Cal OES staff during Site and Monitoring visits.

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Losses/Replacements: GRANTEE shall safeguard equipment purchased. Lost, stolen, or destroyed equipment must be reported to CITY in writing within 10 calendar days of the date of the loss. The report must include appropriate police reports, insurance claims, and a letter signed by the GRANTEE explaining the circumstances involved and the precautions taken to prevent such losses from occurring in the future. The report must also detail how the equipment will be replaced, timeframe for replacement, and the potential impact on program objectives without replacement of the equipment.

- GRANTEE shall maintain adequate insurance to cover loss or damage of the forensic vehicle.
- Damaged to the forensic vehicle that will not be repaired must be reported to the CITY within 10 calendar days of the date of damage, with a justification explaining how grant objectives will be achieved without the forensic vehicle.
- GRANTEE shall obtain written approval from the CITY prior to replacing, trading, or otherwise disposing of damaged, lost, or stolen forensic vehicle.

GRANTEE shall establish internal policies and procedures to ensure the forensic vehicle is used to conduct investigations within the Silicon Valley Internet Crimes Against Children Task Force service area that includes eleven counties in Northern California: Napa, Sonoma, Marin, Contra Costa, Alameda, San Francisco, San Mateo, Santa Clara, Santa Cruz, Monterey, and San Benito.

Retention of Records: GRANTEE must retain all grant records for seven years from the end of the Grant Subaward performance period. If the GRANTEE's source documentation records are retained in a database system, it must cover the entire performance period and be retrievable. If an audit, investigation, review, litigation, or any other action occurs during the GRANTEE's seven-year retention period, the GRANTEE shall retain the records until the resolution of such process, or until the end of the seven-year period, whichever is longer. The retention requirement extends to books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records.

Accounting System and Structure: The GRANTEE must establish and maintain an adequate accounting and internal administrative control system. At a minimum, includes the general ledger accounting structure, subsidiary accounting records, and procedures that define how and by whom the funds are handled. The accounting records must identify the receipt and the expenditure of all Cal OES funds. Overall, the accounting system should conform to Generally Accepted Accounting Principles (GAAP).

**CITY OF SAN JOSE
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**EXHIBIT C
BUDGET SUMMARY**

The maximum amount of compensation to be paid to GRANTEE shall not exceed **Two Hundred Thousand Dollars (\$200,000)**.

Subrecipient: City of Salinas		Subaward #: IC18 10 7928	
Operating Expenses		COST	
City of Salinas Mobile Forensic Vehicle Purchase @ \$200,000		\$200,000	

**CITY OF SAN JOSE
GRANT AGREEMENT**

**EXHIBIT D
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE**

Quarterly Report of Expenditures and Request for Funds

GRANTEE shall submit invoices to the CITY no later than fifteen (15) days following the end of each month. GRANTEE shall provide quarterly activity reports and other suitable documentation acceptable by the CITY.

Payment of the Grant Award shall be made quarterly, subject to GRANTEE's satisfactory performance of this AGREEMENT.

**CITY OF SAN JOSE
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**EXHIBIT E
GENERAL SERVICE REQUIREMENTS (Special Grant Requirements)**

This Grant Award is subject to the Cal OES Subrecipient Handbook, which can be found at <https://www.caloes.ca.gov/> and is incorporated by reference herein.

I. Federal Grant Funds

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

II. Equal Employment Opportunity – (Subrecipient Handbook Section 2151)

III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)

IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)

V. Lobbying – (Subrecipient Handbook Section 2154)

VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)

It is the policy of the Federal Government to conduct business only with responsible persons, and a system for debarment and suspension from programs and activities involving federal financial and non-financial assistance and benefits assist agencies in carrying out this policy. Debarment or suspension of a participant by one agency has government-wide effect. Applicants receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. By signing the Certification of Assurance of Compliance forms (Cal OES Form 2-104), the applicant certifies that neither the applicant nor its principals have been suspended or debarred from participation in federal grants. The applicant also agrees that it will not make any award, subaward, or enter into any contract greater than \$35,000 with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities. The Cal OES Form 2-104 outlines the grounds for debarment and suspension.

VII. Proof of Authority from City Council/Governing Board

VIII. Civil Rights Compliance – (Subrecipient Handbook Section 2151.1)

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**EXHIBIT F
EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE
WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT**

If GRANTEE provides services involving minors, and as a CITY-approved method of complying with the provisions contained in this AGREEMENT, GRANTEE shall conduct a criminal background check through the database of the California Department of Justice and an FBI criminal database or equivalent national database as approved in writing by Grantee's liability insurance provider,, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

GRANTEE shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code SECTION 11164 *et. seq.* Additionally, GRANTEE certifies the following:

1. Any and all personnel employed or retained by GRANTEE in conducting the operations of GRANTEE's program shall be qualified to perform the duties assigned to them by GRANTEE. GRANTEE agrees that GRANTEE shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code SECTION 5164. (Copy attached.)

CITY and GRANTEE understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If GRANTEE intends to have employees or volunteers under the age of 18 providing services under this AGREEMENT, GRANTEE must obtain CITY's prior consent, and GRANTEE shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code SECTION 5164.

2. GRANTEE shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by GRANTEE, shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this AGREEMENT, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, GRANTEE shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the GRANTEE has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this AGREEMENT. Regardless of whether such documentation is requested or delivered by GRANTEE, GRANTEE shall be solely responsible for compliance with the provisions of this SECTION.

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3. That no person paid or unpaid by GRANTEE shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless GRANTEE has complied with the TB testing requirements set forth in SECTION 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this AGREEMENT and every four (4) years thereafter, if the term of this AGREEMENT exceeds four (4) years.

For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. GRANTEE shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. GRANTEE understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. GRANTEE, acknowledges that it is GRANTEE's sole responsibility to comply with all applicable laws, regulations and licensing requirements in GRANTEE's provision of services hereunder.

I, the GRANTEE by signing below verify that I have read and agree to the above:

Signature/Title

Date

8-29-2019

**CITY OF SAN JOSE
GRANT AGREEMENT**

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

§ 5164. Persons convicted of certain offenses not to be hired for employment or as volunteer in positions with supervisory authority over minors; Criminal background screening; Fees

(a) (1) A county, city, city and county, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, city and county, or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over a minor, if that person has been convicted of an offense specified in paragraph (2).

(2) (A) A violation or attempted violation of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or a sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) A felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) A felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of an offense specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, an offense specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or an offense specified in subdivision (c) of Section 667.5 of the Penal Code, provided that a record of a misdemeanor conviction shall not be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b) (1) To give effect to this section, a county, city, city and county, or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of an offense specified in subdivision (a). The county, city, city and county, or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over a minor, for that person's criminal background.

(2) A local agency request for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. A fee shall not be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district's costs attributable to the requirements imposed by this section.

**CITY OF SAN JOSE
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CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163

§ 5163. Certificate showing freedom from communicable tuberculosis as condition of employment

(a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within 30 days of the examination to the local health officer to determine the need for followup care.

"Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

§ 5163.1. Tuberculosis examination

The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this section.

§ 5163.2. Technician taking X-ray film; Interpretation of X-ray

The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

§ 5163.3. Files kept of certificates

The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

§ 5163.4. Requiring more extensive or more frequent examinations

Nothing in Sections 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

**CITY OF SAN JOSE
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**EXHIBIT G
INSURANCE**

GRANTEE, at GRANTEE'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above, unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000

**CITY OF SAN JOSE
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per accident; coverage shall be endorsed to state carrier waives its rights of subrogation against the CITY, its officers, employees, agents and contractors; and

4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents and contractors.

**CITY OF SAN JOSE
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2. Workers' Compensation and Employers' Liability coverage shall contain a waiver of subrogation in favor of the City of San José, its officers, employees, agents, and contractors.

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. Self-Insurance

CITY acknowledges that GRANTEE may desire to self-insure, which may be approved with the prior written agreement of CITY. Reasonable self-insurance programs and self-insured retentions in insurance policies are permitted by CITY. If GRANTEE uses a self-insurance program or self-insured retention, GRANTEE must provide CITY with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. GRANTEE shall certify its intent to self-insure, in writing, in amounts meeting the requirements of this lease prior to execution of this AGREEMENT.

F. Verification of Coverage

GRANTEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent email or postal address as may be directed in writing by the Risk Manager:

City of San José – Finance
Risk Management
200 East Santa Clara St. 14th Floor Tower
San José, CA 95113-1905

G. Subcontractors

GRANTEE shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

CERTIFICATE OF COVERAGEDATE (MM/DD/YYYY)
10/23/2019**PRODUCER**Alliant Insurance Services, Inc.
100 Pine Street, 11th floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTYCity of Salinas
200 Lincoln Avenue
Salinas CA 93901**PROGRAM AFFORDING COVERAGE**

A: ACCEL

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Public Entity Liability	ACC1920SAL119	7/1/2019	7/1/2020	\$1,000,000 \$1,000,000	Per Occ S.I.R.
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

If required by written contract with the Named Covered Party, the City of San Jose, its officers, employees, agents and contractors are covered as Additional Covered Parties as respects the Grant Agreement (Contract No: IC18 10 7928) for the Internet Crimes Against Children Grant Program. If required by written contract, coverage is primary and non-contributory and waiver of subrogation applies. Auto Liability and Public Officials Errors and Omissions Liability are included.

Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDERCity of San Jose
Finance Risk Management
200 East Santa Clara St. 14th Floor Tower
San Jose CA 95113-1905**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE





Authority for California Cities Excess Liability
c/o Alliant Insurance Services
Corporation Insurance License No. 0C36861
100 Pine Street, 11th Floor, San Francisco, CA 94111



www.accelpool.org

**AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL)
A JOINT POWERS AUTHORITY
EXCESS LIABILITY COVERAGE**

ADDITIONAL COVERED PARTY ENDORSEMENT

It is understood and agreed that in accordance with Section III. WHO IS A COVERED PARTY paragraph D. that the following person or organization named below is included as an additional covered party for Bodily Injury and Property Damage, but only with respect to facilities or personal property owned by such person or organization and used by the Member Agency or for liability arising out of operations performed by or on behalf of the Member Agency for such person or organization so designated.


<i>Additional Covered Party</i>	<i>Limit of Liability</i>	<i>Description of Activity or Location of Facilities Used</i>
City of San Jose	\$ 1,000,000	If required by written contract with the Named Covered Party, the City of San Jose, its officers, employees, agents and contractors are covered as Additional Covered Parties as respects the Grant Agreement (Contract No: IC18 10 7928) for the Internet Crimes Against Children Grant Program. If required by written contract, coverage is primary and non-contributory and waiver of subrogation applies. Auto Liability and Public Officials Errors and Omissions Liability are included. Subject to policy terms, conditions and exclusions.

Notwithstanding any requirement, term or condition of any contract or agreement to which this coverage may apply, the coverage afforded an additional covered party shall be subject to all the terms, exclusions and conditions of this Memorandum of Excess Liability Coverage (07/19) as otherwise applicable.

This endorsement is part of the Memorandum of Excess Liability Coverage (07/19) and is effective on the date shown below.

All other terms and conditions remain unchanged.

Policy Period: July 1, 2019 to July 1, 2020
Member Agency: City of Salinas
Endorsement No.: 1920-SAL-037
Issued to: City of San Jose
Finance Risk Management
200 East Santa Clara St. 14th Floor Tower
San Jose, CA 95113-1905
Date Issued: October 23, 2019


Authorized Representative for ACCEL
Alliant Insurance Services, Inc.

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

WC-3127

CERTIFICATE OF COVERAGE

10/22/2019

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

Member:

AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL) CITY OF SALINAS
200 LINCOLN AVENUE
SALINAS, CA 93901

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2019	07/01/2020	<p>WORKERS' COMPENSATION: Difference between Statutory and Member's \$1,000,000 Retention</p> <p>EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention</p>

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE BETWEEN CITY OF SALINAS AND CITY OF SAN JOSE.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF SAN JOSE PURSUANT TO ENDORSEMENT NUMBER U-4.

Certificate Holder

CITY OF SAN JOSE
FINANCE RISK MANAGEMENT
200 EAST SANTA CLARA ST. 14TH FLOOR TOWER
SAN JOSE, CA 95113-1905

Cancellation

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

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION PROGRAM
2019/2020 SCHEDULE OF INSURERS**

AUTHORITY FOR CALIFORNIA CITIES EXCESS LIABILITY (ACCEL) CITY OF SALINAS

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
CSAC Excess Insurance Authority	EIA PE 19 EWC-04	<p>Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention)</p> <p>Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)</p>
Liberty Insurance Corporation	EW7-64N-444785-019	<p>Statutory each accident/each employee for disease excess of \$50,000,000</p>

ENDORSEMENT NO. U-4

**CSAC EXCESS INSURANCE AUTHORITY
EXCESS WORKERS' COMPENSATION**

WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. **SUBROGATION**: In the event of any payment under this Memorandum, the Authority shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: The Authority shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and the Authority in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of the Authority, the expenses thereof shall be borne by the Authority.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

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

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

Effective Date:

Memorandum No.: EIA 19 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 28, 2019


Authorized Representative
CSAC Excess Insurance Authority

City of San José Contract/Agreement Transmittal Form

Route Order

TO: ☒ City Attorney
☒ City Manager
☒ City Clerk **OR** Return to
Dept. (circle one)

Attached / Completed

☐ Insurance Certificates / Waivers ☐ Electronically Signed: Select one
☐ Business Tax Certificate ☐ Audit Trail Attached (if applicable)
☐ Contacted Clerk re: Form 700
☐ Supplemental Memorandums (if applicable): Select One

Electronically Signed

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 665383-000

Contractor: City of Salinas

Address: 200 Lincoln Avenue, Salinas, CA 93901

Phone: 831-682-0042

Email: robertof@ci.salinas.ca.us

Contract Description: 2018 Internet Crimes Against Children (ICAC) Grant allocation from City of San Jose to City of Salinas to procure a mobile forensic vehicle for the Silicon Valley ICAC Taskforce.

Term Start Date: 11/1/2019 Term End Date: 12/31/2020 Extension: No

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: 200,000 Amount of Increase/Decrease: _____

Option #: ____ of ____ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required: Select one **(NO)**

Business Tax Certificate No.: _____ Expiration Date: _____

Received

Department: Police (50)

Department Contact Name/Phone: Jennifer Otani 408-537-1618

OCT 17 2019

Notes:

City Manager Office

Department Director Signature: *Rerey* 9/24/19 Date

Office of the City Manager Signature: *[Signature]* 11/13/19 Date

10/1/19

Received

Oct 1 2019

City Manager Office