



City of San José
Office of Economic Development
**NEIGHBORHOOD BUSINESS DISTRICT
GRANT**

GRANT AGREEMENT

GROUP NAME:	JAPANTOWN BUSINESS ASSOCIATION
Funding Amount:	\$25,000
Contact Person:	TAMIKO RAST
Address:	565 N 6th St, San Jose, CA 95112
Email:	trast@japantownsanjose.org
Person Responsible for Grant:	Same
Phone:	(408) 298-4303

This Grant Agreement (“Agreement”) is entered into this 14th day of March, 2022 (“Contract Date”) by and between the **CITY OF SAN JOSE** (“CITY”) and Japantown Business Association (“GRANTEE”) is for a Neighborhood Business District (“NBD”) grant from the CITY to GRANTEE.

The CITY is committed to the health and vitality of Neighborhood Business Districts.

The mission of the NBD grant is to promote the development of healthy and self-reliant Neighborhood Business Districts by:

- Providing supplementary funding for NBD Promotions/Activities

The NBD program provides financial support to offset the costs that help:

- Conduct promotions and activities that build or strengthen Neighborhood Business Districts:

The purpose of this Agreement is to outline the terms of the NBD grant and the responsibilities of the GRANTEE. The NBD Chair/President or Executive Director must sign the Agreement on behalf of the GRANTEE. By signing this Agreement, GRANTEE agrees to adhere to the grant requirements in this Agreement.

In view of the above, the parties agree as follows:

1. SCOPE OF GRANT

In accordance with the stated purpose of the NBD grant, the GRANTEE has been awarded a Neighborhood Business District Grant Award ("Grant Award") to supplement expenditures intended to promote the NBD and its members' businesses.

Ineligible expenses will not be accepted regardless of this approval. Any questions regarding expense eligibility shall be directed to the CITY at any time during the term of this Agreement. It is the GRANTEE's responsibility to understand eligible and ineligible expenses relative to the Grant Award.

2. TERM AND CONDITIONS OF GRANT AGREEMENT

GRANTEE must spend the Grant Award within the time limit of this Agreement as well as in accordance with the conditions set forth in this Agreement.

The term of this Agreement shall commence up execution and shall expire on December 31, 2022. All projects must be completed by December 31, 2022.

3. PAYMENT

Payment will be made to GRANTEE in the name of the NBD. No payments will be made to persons or businesses in their own individual capacity. The CITY will disburse the entire grant award of **\$25,000** in one lump sum to GRANTEE.

4. GRANT REQUIREMENTS

By signing this Agreement, GRANTEE agrees to comply with the following grant conditions:

4.1 *Eligible Activities/Items*

Eligible activities/items strengthen or promote within the goals of the NBD program. This may include, but are not be limited to, items/activities such as:

- Newsletters;
- Events held in the NBD that encourage shoppers/customers to visit the NBD Member stores and offices during the event;
- Advertising of the NBD through Radio, Print, Display, Web, or Direct Mail. (A sample of the Advertising must accompany the final report);

- Special Promotions related to the NBD (for example, customer loyalty programs);
- Association web pages, email service, and domains (limited to (1) one-year maximum);
- Rental fees for event equipment **excluding power tools, gasoline and vehicles**;
- Banners;
- Booth Space Fees at Events for Booths that specifically advertise and promote the NBD (Limited to a maximum of \$500 per event);
- Refreshments for NBD Networking Meetings of NBD Members (limited to \$200 per meeting and a maximum of \$800 per grant Cycle)
- Special Event permit fees
- Purchase of computers, software, cameras, or equipment, or any other permanent equipment; and
- Web site design and updates

4.2 *Ineligible Activities/Items*

NBD Grant funds may not be used for the following activities or items:

- NBD Overhead expenses (for example but not limited to salaries, personal, and rent),
- Transportation costs or admission fees including the rental or purchase of vehicles;
- Gasoline;
- Prizes (for example Raffle Prizes, etc.);
- Fiscal Agent fees;
- IRS or government fees;
- Ongoing Bank fees;
- Political campaigns;
- Improvements to any personal property;
- Any activity with a religious message or theme;
- Contributions to any charitable organization;
- Sponsorships of any kind; and
- Alcoholic Beverages

GRANTEE is strongly encouraged to call or email Office of Economic Development contact person prior to making an expenditure in order to ensure that a particular expense, not listed above, will be considered as an allowable expense.

5. GRANT AWARD CHECK

Grant award checks will be valid for 90 days after the date of issue. The award check must be cashed within this time period. In the event that the check is not cashed before it expires, the Grant Award will be considered forfeited and funds will be returned back to CITY.

5.1 GRANT EXTENSIONS

No extensions will be accepted or approved for NBD Grant Cycle 2020.

6. GRANT REPORTING

GRANTEE must submit a Final Grant Report by May 31, 2023 in the form of Attachment A. *Legible copies of receipts for all expenses MUST accompany the Final Grant Report.* Ineligible expenses and expenses not accompanied by a receipt must be reimbursed to the CITY. Checks for repayment of grant funds must be made payable to:

**Office of Economic Development
City of San José
200 E. Santa Clara Street, 12th Floor
San José, CA 95113**

Final Grant Report must be submitted to Office of Economic Development for final approval as specified in Section 8 below. Failure to submit a final report with receipts and refund of unused or deemed ineligible grant funds will result in the NBD being ineligible for future NBD Grants.

7. CHANGE OF BOARD OR GRANT CONTACT

GRANTEE must submit to the CITY written notification of any change in the NBD President or Executive Director during the term of this Agreement.

8. SUBMISSION

All required reports and documentation required by this Agreement must be submitted by either mailing a printed copy or in electronic form by email to:

**Office of Economic Development
City of San José
200 E. Santa Clara Street, 17th Floor
San José, CA 95113
Phone: (408) 535-8100
Email: salvador.alvarez@sanjoseca.gov**

9. BACKGROUND CHECKS

- 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. Programs involving services to the frail and elderly may also be required to conduct background checks. To give effect to California Public Resources Code Sections 5163 and 5164, GRANTEE shall follow the procedures contained in Attachment B, 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.

10. GRANT TERMINATION AND REFUND

- A. GRANTEE's obligations under this Agreement shall be deemed material. If GRANTEE fails to perform any of its obligations under and outlined in this Agreement, CITY may terminate this Agreement upon seven (7) days advance written notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with either the opportunity to cure the specified breach or the opportunity to commence to cure the specified breach within the Notice Period in those instances where the specified breach cannot reasonably be cured within the Notice Period. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, CITY may terminate this Agreement.

- B. City Manager or designee is authorized to terminate this Agreement on CITY's behalf.
- C. In the event of termination of this Agreement, GRANTEE will refund the grant amount and acknowledges that this may eliminate the association from future NBD funding.

11. NOTICE OF CITY OF SAN JOSE FUNDING

All Publications created for the NBD Grant funded project must include a statement that the program was funded through the City of San José. This includes, but is not limited to, flyers, brochures, newsletters and webpages.

12. NONDISCRIMINATION

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.

13. PUBLIC RECORD

GRANTEE understands and acknowledges that all correspondence with the CITY will become the exclusive property of the CITY and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents, including this Agreement will become property of the City of San José and shall become a matter of public record and subject to disclosure if requested by a member of the public.

14. NBD GRANT PROGRAM CONTACT INFORMATION:

Sal Alvarez, Executive Analyst II
Office of Economic Development
City of San José
200 E. Santa Clara Street, 17th Floor
San José, CA 95113
Phone: (408) 793-6943
Email: salvador.alvarez@sanjoseca.gov

15. RELATIONSHIP OF PARTIES

Under no circumstances shall this Agreement be construed as one of agency, 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.

16. FINANCIAL REPORTS/CITY'S RIGHT TO AUDIT

- A. GRANTEE shall establish and maintain, in accordance with generally accepted accounting principles, a complete record of all financial transactions related to this Agreement.
- B. GRANTEE agrees that the CITY'S Auditor, the CITY'S Attorney, or the CITY'S Director of Economic Development, or any of their duly authorized representatives, upon reasonable advance notice to GRANTEE, shall have access and the right to audit, examine and make excerpts or transcripts of or from records, and to make audits of all contracts, subcontracts, invoices, payrolls, conditions of employment, materials and all other data or financial records relating to matters covered by this Agreement. GRANTEE agrees that CITY'S authorized representatives shall at any time, upon reasonable advance notice to GRANTEE, during normal business hours, have access to and the right to examine the offices and facilities engaged in performance of this Agreement.
- C. GRANTEE further agrees that such right of CITY to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. GRANTEE shall preserve and make available its records (a) until the expiration of three years from the date of expiration or sooner termination of this Agreement, or (b) for such longer period, if any, as is required by applicable law.

17. INSURANCE REQUIREMENTS

GRANTEE agrees to have and maintain the policies set forth in the attached Attachment C. entitled "INSURANCE." 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 are subject to amendment or waiver if so approved in writing by the Risk Manager. GRANTEE agrees to provide CITY with a copy of said policies, certificates and/or endorsements before GRANTEE commences to perform work under this Agreement.

18. INDEMNIFICATION AND HOLD HARMLESS

GRANTEE agrees to protect, defend, indemnify, and hold harmless CITY, its officers, employees, and agents from any and all liability, loss, damage, suits, actions, or claims arising or resulting from the performance of this Agreement by GRANTEE, its officers, volunteers, employees, or agents. This section will survive expiration or sooner termination of this Agreement.

19. ASSIGNABILITY

This Agreement shall not be delegated or assigned by GRANTEE to third parties. Any attempted assignment of such rights or delegation of duties, either voluntary, or by operation of law, made without CITY'S advance written consent shall be voidable at CITY'S option.

20. AMENDMENTS

Unless otherwise authorized by this Agreement, amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be effective only upon the mutual agreement in writing of the parties.

21. INTEGRATED DOCUMENT

This Agreement, including its attachments, embodies the entire agreement between the CITY and GRANTEE and its terms and conditions. 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.

22. 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 affect 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 10 as related to repayment of the Grants shall apply.

23. GOVERNING LAW/VENUE

CITY and GRANTEE agree that the law governing this Agreement shall be that 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.

24. WAIVER

In no event shall any payment by CITY or acceptance of payment by GRANTEE constitute or be construed to be a waiver by CITY or GRANTEE of any breach of this

Agreement or any default which may then exist on the part of CITY or GRANTEE, and the making of 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

25. COMPLIANCE WITH ALL LAWS

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

26. 2020 CENSUS

In the spirit of cooperation, CITY requests that GRANTEE undertake good faith efforts to assist CITY with the 2020 Census. Such efforts may include, but are not limited to, distributing marketing materials developed by the United States Census, CITY, or County of Santa Clara to members of the community that GRANTEE provides services to, especially in hard to count census tracts as identified by the U.S. Census or the CITY, as well as providing awareness of and encouraging participation in the Census through GRANTEE's normal service delivery with special events, workshops, and other community activities, and communication channels such as e-mail blasts, website, newsletters, and social media.

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

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal



Email: sarah.zarate@sanjoseca.gov

**FORM APPROVED BY THE
OFFICE OF THE CITY ATTORNEY**

Sarah Zarate
Director, Office of the City Manager

JAPANTOWN BUSINESS ASSOCIATION,
a California Nonprofit Public Benefit



Email: trast@japantownsanjose.org

TAMIKO RAST
President, Board of Directors

ATTACHMENT A

Final Grant Report Template

**City of San José
Office of Economic Development
Neighborhood Business District Grant**

Final Grant Report

Organization:

Date:

Submittal Instructions:

This report is due to the City of San José by March 31, 2023. Timely filing will help ensure the organization remains eligible for future grants. If you have any questions, please contact Sal Alvarez at 408-793-6943 or salvador.alvarez@sanjoseca.gov.

Please submit an electronic copy of this report to:

City of San José
Office of Economic Development (c/o Salvador Alvarez)
Email: salvador.alvarez@sanjoseca.gov.

Changes in Contacts:

Please check if there has been a change in the following data since signing the Grant Agreement.

Organization's address or phone number Principal contact Grant contact

For any boxes checked above, please provide the updated information here:

Contact Information:

Name and title of primary person completing this report:

Email address:

Phone number:

Certification

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this

grant report. To the best of my knowledge and belief, the information provided in this report and all attachments is true and correct.

Authorized Officer's Signature

Date

Name of Officer Signing this Form

Title of Officer Signing this Form

NARRATIVE AND PROGRAM EVALUATION:

1. Please share the work your organization completed as a grant recipient to promote the development of healthy and self-reliant Neighborhood Business Districts by:

2. List how your organization spent the grant funds in the following table. Also, please attach proof of these qualifying expenses to this report, consistent with Section 6.0 of the Grant Agreement.

Item	Date	Amount (\$)

Total: \$ _____

3. Describe your experience with partnering with the City of San José as part of this grant program. What worked well? What did you learn? What would you recommend for improving the program? (*suggested length: 2-3 paragraphs*)

ATTACHMENT B

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 shall maintain and make available to CITY, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this Agreement unsupervised and further 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.
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.

below verify that I have read and agree to the above:

trast@japantownsanjose.org

Email: trast@japantownsanjose.org

TAMIKO RAST
President, Board of Directors

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.

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 follow-up 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.

ATTACHMENT C - INSURANCE REQUIREMENTS

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; 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.

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 per occurrence for bodily injury, personal injury and property damage. If Commercial General 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 Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by 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 waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, agents and contractors

3. All Coverages

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, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

GRANTEE shall furnish CITY with certificates of insurance and with endorsements affecting coverage required by this AGREEMENT. The certificates and copies of 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 emailed in pdf format to: Riskmgmt@sanjoseca.gov:

City of San José – Finance Department
Risk & Insurance Program
200 East Santa Clara Street, 14th Floor Tower
San José, CA 95113-1905

G. **Subcontractors**

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