

**PASADENA POLICE DEPARTMENT
ASSET FORFEITURE COMMUNITY
REINVESTMENT GRANT PROGRAM**

Fiscal Year 2021-2022



APPLICATION PACKAGE

PASADENA POLICE DEPARTMENT
ASSET FORFEITURE COMMUNITY REINVESTMENT GRANT
PROGRAM

Fiscal Year 2021-2022

Who may apply?

This program will provide funds to community groups, associations, or non-profit organizations providing services to **residents within the municipal boundaries of the City of Pasadena**. Services must be within the eligibility criteria set forth below.

Applicants will be required to provide a **federal tax identification number**.

What are the minimum application eligibility criteria?

Department of Justice Equitable Sharing Program permits funding of programs or projects that involve:

- a. Crime Prevention,
- b. Neighborhood Safety,
- c. Drug Abuse Education,
- d. Drug Prevention,
- e. Drug Treatment,
- f. Reintegration and Reentry Programs

To be considered for funding a project must:

1. Fall within one or more of the statutory criteria, a. through f. above.
2. Include an itemized budget for funds requested.
3. Include a statement of accounting detailing how expenditures will be tracked.
4. **Funds will NOT be awarded for creation of endowments or scholarships, personal or political use, salaries, food, travel expenses, extravagant or wasteful expenditures and entertainment, cash on hand, secondary accounts, and stored value cards, costs related to lawsuits, loans, video surveillance systems, newsletters, advertising, or other communication media.**
5. Any organization which owes monies to the City of Pasadena will not receive award funds until those other obligations are satisfied.
6. A Certificate of Status issued by the California Secretary of State certifying active/good standing.

All applicants approved for funding will be required to enter into an Equitable Sharing Grant Agreement with the City setting forth the terms and conditions under which funds may be

expended and outlining all accounting requirements. A sample of the agreement is attached hereto as Exhibit "A". Proof of insurance is not required to be submitted with your application but will be required when submitting the signed agreement on December 18, 2020. A copy of the City of Pasadena insurance standard is attached herein as Exhibit "B".

How may my agency or organization apply?

Agencies or organizations wishing to receive these funds shall apply to the Pasadena Police Department Chief of Police for an appropriation. Applications must be scanned and sent via email. All applications must be **received** by the Pasadena Police Department **no later than December 1, 2020 at 4:00 p.m.** Applications received after 4:00 p.m. will not be considered for funding. In accordance with COVID-19 social distancing rules, applications will not be accepted at the front desk of the Records lobby. Applications must be completed in full and properly executed.

Applications and supporting documents must be emailed in PDF format to Ingrid Villela at: ivillela@cityofpasadena.net

All applications and supporting documents must be submitted in PDF format. No other format will be accepted. Please place in the email subject line: Asset Forfeiture Community Reinvestment Grant Program. Applicants will receive an email confirmation of receipt within 48 hours.

How will the Pasadena Police Department decide which projects are funded?

All applications that meet the minimum eligibility criteria will be reviewed by the Funding Approval Committee, which is comprised of the Chief of Police, administrative staff, and community member(s). Upon reviewing the applications, the Chief of Police will make the final determination of awards in accordance with the Department of Justice Equitable Sharing Program guidelines and the recommendations of the committee. Prior to awarding the funds the department must ensure the recipient is a qualified entity.

Selection Criteria

The following criteria will be used to evaluate requests for funding which meet the eligibility criteria. Projects will be rated using the criteria listed below.

1. **Timeliness.** Applications must be received via email no **later than 4:00 p.m. on December 1, 2020.** Applications received after the deadline will not be considered.
2. **Eligibility Status.** Applicant must provide 501(c) 3 certification to be eligible to receive grant funding and a Certificate of Status issued by the California Secretary of State certifying active/good standing.
3. **Preparation.** The applicant has produced an Application that contains all necessary documentation, a complete budget with supporting estimates, proper signatures, adequate number of copies, and has complied with all other requests outlined in the application package.
4. **Compliance.** Requests for funds greater than \$5,000 or funds for non-allowable uses will not be considered. In the event an applicant requests funds for both allowable and non-allowable purposes, only the portion of the application requesting funds for allowable program expenses will be considered.
5. **Participation.** The applicant has a commitment of participation and support of affected neighborhood residents and/or businesses, and the directions of the agency or organization the applicant represents.
6. **Neighborhood Impact.** The project addresses a concern of and identifies specific benefits of significance to the residents of the neighborhood(s) affected.
7. **Individual Impact.** The project will affect change or assistance in a great number of people as possible. Projects of all sizes are welcome to apply for funding, however, the committee would like the Grants to make as much impact as possible in resident's lives.
8. **Project Quality.** The applicant has developed a project that is well planned, adequately budgeted and is ready for implementation or is a part of a broader ongoing effort and includes a well-defined method for demonstrating that the funds are expended appropriately.
9. **Originality.** The applicant has proposed a project that is original and addresses a problem that is not already being addressed by other entities within that neighborhood. Creative thinking is welcome and encouraged.
10. **Qualifications.** The applicant must demonstrate, via clearly stated qualifications, an ability to implement the proposed project and/or provide the necessary services.

11. **Commitment to Partnership.** The Pasadena Police Department endeavors to build relationships with organizations serving the City of Pasadena community long after the funding period has ended.

When will my agency or organization receive funding if our application is approved?

Timeline

Application Due: December 1, 2020

Application Review: December 8, 2020

Agreements Emailed to Successful Applicants: December 11, 2020

Deadline to Return Agreement: December 18, 2020

Selected grantees will be notified via email. Chief John E. Perez will present the winners of the grant awards during a ceremony to be held in January of 2021. An agency official representing the grantee must be present at the ceremony.

For this award, the time frame for reporting on spending will be from the date of the award until June 30, 2021. Future awards will be for a 12 month period (fiscal budget year).

What kind of reporting will be expected to provide?

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Uniform Guidance (2 C.F.R. § 200) - Uniform Administrative Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent.

Who can I contact if I have any questions?

If any applicant has a question or concern, please direct all questions to Lieutenant Marie Sell. She can be reached by email at msell@cityofpasadena.net.

**PASADENA POLICE DEPARTMENT
ASSET FORFEITURE COMMUNITY REINVESTMENT GRANT
APPLICATION
Fiscal Year 2021-2022**

Section I

PROJECT/PROGRAM NAME:

NAME:

(Applicant - Agency, Organization, or Corporation)

CORPORATION? YES NO (If yes, attach a copy of the Corporation's latest Annual Report - Must be an active California corporation.)

CERTIFICATE OF STATUS FILE NUMBER: _____ (Attach a copy of the Certificate of Status issued by the State of California certifying active/good standing.)

FEDERAL TAX IDENTIFICATION NUMBER:

AUTHORIZED APPLICANT REPRESENTATIVE:

Print Name:

Street Address:

Phone:

E-Mail Address (**required**):

All notifications will be made via email communication.

The undersigned agrees that funds awarded will be used only for the purpose authorized by the selection committee and acknowledges that if applicant is selected for funding, applicant will be required to enter into an agreement with the City setting forth the terms and conditions under which funds may be expended and accounting requirements. The undersigned further acknowledges that failure to comply with the terms of the agreement will result in a demand for return of the funds and may preclude the applicant from future consideration. A sample agreement will be made available on request.

Print Name: _____

Signature: _____

Date: _____

Describe the relationship, if any, between the applicant and the City of Pasadena:

Please provide the names and position of all persons who are officers or directors with your agency, organization, or corporation. (Use an additional page if necessary)

Name:

Position/Title:

Certification by Applicant

I hereby certify:

1. All information included in this application is true.
2. A separate accounting of all shared funds received will be maintained subject to accounting requirements and practices employed under state and local law for recipients of federal, state, or local funds.
3. Compliance with Federal Civil Rights Laws.
4. Compliance with all federal laws that apply to the applicant.
5. No officer, director, trustee, fiduciary of the applicant has been:
 - a) convicted of a felony offense under federal or state law; or
 - b) convicted of any drug offense
6. No shared benefits will be used for political or personal purposes.
7. No shared benefit will be used for any purpose that would constitute an improper or illegal use under the laws, rules, regulations, or orders of the state or local jurisdiction in which the applicant is located or operates.
8. Your organization is not and has never been found to be in violation of any federal, state or local civil rights laws.
9. Your organization is not and has never been under investigation by or been identified of the filing of a civil rights complaint with any federal, state or local agency responsible for civil rights matters.

Applicant's Signature: _____

Applicant's Name (Printed): _____

Date: _____

Section II

1. Give a brief description of your project/program.

2. Is this project/program new or ongoing? NEW [] ONGOING []

3. Describe what public benefit your project/program will provide.

4. What neighborhood(s) or area(s) within the municipal boundaries of the City of Pasadena will receive the most benefit from your project/program?

5. Does your program include non-Pasadena residents? YES [] NO []

6. If #5 is YES, what percentage of your participants are non-Pasadena residents?

7. If the applicant is NOT a neighborhood association, has the neighborhood association been contacted and will it support the project/program? (If so, attach a letter of support.)
YES [] NO []

8. What specific group(s) or population(s) will benefit from and participate in the project/program? (Check all that apply.)

| | | | |
|------------------|-------|----------------------------|-----|
| Youth (<5 years) | [] | Young Adults (19-24 years) | [] |
| (5-12 years) | [] | Adult (24+ years) | [] |
| (13-18 years) | [] | Seniors (65+ years) | [] |
| Other (Specify): | _____ | | |

9. How will the participants/population be notified, and participation encouraged? (Check all that apply)

- | | | | |
|----------------------------------|-----|---------------------|-----|
| Flyers | [] | Newspapers | [] |
| Association Newsletter | [] | Recreation Center | [] |
| Faith Institution Bulletins | [] | Radio Announcements | [] |
| Schools | [] | | |
| Website (please identify): _____ | | | |
| Other (please identify): _____ | | | |

10. Project/Program goals (including timeline):

11. How will you account for expenditures, including the use of award dollars for only Pasadena residents?

12. Are there other sources of funding for your program/project? YES [] NO []

13. If #12 is YES, what are the other sources of funding? (Check all that apply.)

- | | | | |
|------------------------|-----|---------------------|-----|
| Current operating | [] | Federal grants | [] |
| City grants | [] | Private foundations | [] |
| County grants | [] | Donations | [] |
| Registration fees | [] | | |
| Other (specify): _____ | | | |

14. Will you be able to conduct your program/project without *full* funding of this request?

YES [] NO []

15. If answer #14 is NO, then will you be able to conduct a portion of the program/project with partial funding? If YES, please explain which part of the program/project will be affected by limited funding.

Section III
Proposed Project/Program Budget

Materials*/Vendor/Dollar Amount:

Services (salaries are not allowed):

Other:

Total Project Cost \$

Amount \$

** Include specific name item/service, and quantity. Attach estimates or written documentation for the costs of materials.*

EQUITABLE SHARING GRANT AGREEMENT NO.

This equitable sharing grant agreement (“Agreement”) is made between the CITY OF PASADENA (“City”), a municipal corporation, and _____, a _____ corporation [**or partnership or business or sole proprietorship**] corporation with headquarters at _____ (“Recipient”).

RECITALS

WHEREAS, the City has or anticipates receiving funds from asset forfeiture programs through equitable sharing from the U.S. Department of Justice;

WHEREAS, the July 2018 Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, published by the Department of Justice and the Department of the Treasury, allows agencies to expend up to a total of \$25,000 annually to transfer to community-based non-profit organizations (501 (c)(3) or (4)) whose stated missions are supportive of and consistent with a law enforcement effort, policy, and/or initiative;

WHEREAS, the City wishes to transfer certain equitable sharing funds to community-based organizations, including to the Recipient, for the purposes described herein.

NOW, THEREFORE, the City and Recipient agree as follows:

1.0 GRANT.

Subject to the City receiving equitable sharing funds within the relevant time period, the City agrees to provide Recipient, a community-based non-profit organization (501 (c)(3) or (4)), which has a stated mission of _____, which is supportive of and consistent with a law enforcement effort, policy, and/or initiative, with a grant in the amount of _____ (the “Grant”), which shall be for the purposes specified in Exhibit “A,” attached hereto.

2.0 TIME OF PERFORMANCE.

Recipient shall perform services related to the Grant commencing on the date of execution of this Agreement, and Recipient’s services shall be considered to be complete on or before December 31, 2020.

3.0 CITY’S OBLIGATIONS.

_____ The City shall (a) ensure that the Grant funds are spent permissibly in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury equitable sharing programs, as set forth in the current edition of the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, published by the Department of Justice and the Department of the Treasury (the “Guide”); and (b) perform applicable sub-recipient monitoring requirements of Recipient as provided by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “OMB Uniform Guidance”).

4.0 RECIPIENT'S OBLIGATIONS.

Recipient shall operate the Grant consistent with the Guide.

5.0 GENERAL TERMS AND CONDITIONS.

5.1 INDEPENDENT CONTRACTOR.

5.1.1 It is understood that in the performance of the services herein provided for, Recipient shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Agreement. Further, Recipient has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Recipient in the performance of the services hereunder. Recipient shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

5.1.2 Recipient acknowledges that Recipient and any subcontractors, agents or employees employed by Recipient shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

5.2 RECIPIENT NOT AGENT.

Except as the City may authorize in writing, Recipient and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

5.3 OWNERSHIP OF WORK. All reports, drawings, plans,

specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets and other documents prepared by Recipient in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested.

Recipient shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Agreement.

Recipient may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

5.4 CORRECTION OF WORK. Recipient shall promptly correct any

defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Recipient shall not relieve the Recipient from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness.

5.5 WAIVER. The City's waiver of any term, condition, breach or

default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

5.6 SUCCESSORS. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

5.7 NO ASSIGNMENT. Recipient shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Recipient of its obligations under this Agreement. No assignment shall release the original parties or otherwise constitute a novation.

5.8 COMPLIANCE WITH LAWS. Recipient shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof, including but without limitation the Pasadena Living Wage Ordinance.

5.9 INTERPRETATION.

5.9.1 Applicable Law. This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

5.9.2 Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral)

5.9.3 Written Amendment. This Agreement may only be changed by written amendment signed by Recipient and the City Manager or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

5.9.4 Severability. If any provision in this Agreement is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement.

5.9.5 Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Agreement shall strictly prevail.

5.9.6 Choice of Forum. The parties hereby agree that this Agreement is to be enforced in accordance with the laws of the State of California, is entered into and/or is performed in the City of Pasadena and that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

5.9.7 Duplicate Originals. There shall be two (2) fully signed copies of this Agreement , each of which shall be deemed an original.

5.10 ATTORNEY'S FEES. Except as otherwise provided herein, if any action at law or in equity is brought to enforce or interpret the terms of this Agreement, each party shall be responsible for their own attorney's fees, costs and necessary disbursements.

5.11 TIME OF ESSENCE Time is strictly of the essence with respect to provisions under this Agreement and each and every covenant, term and provision hereof.

5.12 AUTHORITY OF RECIPIENT. Recipient hereby represents and warrants to the City that the Recipient has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.

5.13 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

5.14 INDEMNITY.

5.14.1 Recipient agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs,

judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

(1) any activity on or use of City's premises or facilities or any performance under this Agreement; or

(2) any acts, errors or omissions (including, without limitation, professional negligence) of Recipient, its employees, representatives, subcontractors, or agents in connection with the performance of this Agreement.

5.14.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Recipient and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Recipient or Recipient's subcontractors are excluded from this indemnity agreement.

5.15 RELEASE. Recipient agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Agreement.

5.16 INSURANCE. Recipient shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth in the Insurance Requirements attached as Exhibit "B."

5.17 NOTICES.

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Pasadena or any other City department is not adequate notice.

If to the City: John E. Perez, Chief of Police
Pasadena Police Department
207 N. Garfield Ave.
Pasadena, CA 91101

With a Copy to: Lt. Marie Sell
Pasadena Police Department
207 N. Garfield Ave.
Pasadena, CA 91101

If to the Recipient:

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

5.18 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Agreement in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Recipient. If the Agreement is thus terminated by City for reasons other than Recipient's failure to perform its obligations, City

shall pay Recipient a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Recipient's exclusive remedy for termination without cause.

5.19 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Agreement, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

6.0 ADDITIONAL ASSURANCES.

6.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Recipient agrees to comply with Section 4.08.035 of the City's Competitive Bidding and Purchasing Ordinance of the Pasadena Municipal Code, the rules and regulations promulgated thereunder, the California Fair Employment and Housing Act (Government Code section 12900 et seq.) and to this end:

6.1.1 Recipient certifies and represents that, during the

performance of this Agreement, the Recipient and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Recipient further certifies that it will not maintain any segregated facilities.

6.1.2 Recipient shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Agreement, state that it is an “Equal Opportunity Employer” or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

6.1.3 Recipient shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

6.1.4 If requested to do so by the City, Recipient shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

6.1.5 Recipient agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Agreement and which are performed within the City.

6.1.6 Nothing contained in this Agreement shall be construed in any manner

so as to require or permit any act which is prohibited by law.

6.1.7 The Recipient shall include the provisions set forth in paragraphs numbered 6.1.1 through 6.1.6 of subsection 6.1 of this Agreement, inclusive, in each of its subcontracts.

6.2 PASADENA BUSINESS LICENSE. Recipient shall obtain, and pay any and all costs associated therewith, any Pasadena Business License which may be required by the Pasadena Municipal Code.

6.3 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Recipient's records to the extent the City deems necessary to insure it is paying only the amounts to which Recipient is properly entitled under the Agreement or for other purposes relating to the Agreement. Recipient also understands that its performance of this Agreement may be subject to audit by the Department of Justice and/or the Department of the Treasury pursuant to, among other things, the OMB Uniform Guidance.

The Recipient shall maintain and preserve all such records for a period of at least 3 years after termination of the Agreement.

The Recipient shall maintain all such records in the City of Pasadena. If not, the Recipient shall, upon request, promptly deliver the records to the City of Pasadena or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

6.4 CONFLICT. Recipient hereby represents, warrants and certifies that no member, officer or employee of the Recipient is a director, officer or employee of the City of Pasadena, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

7.0 TAXPAYER PROTECTION AMENDMENT.

Under the provisions of the City of Pasadena Taxpayer Protection Amendment of 2000 ("Taxpayer Protection Act"), the Recipient/Organization will be considered a "recipient of a public benefit." The full provisions of the Taxpayer Protection Act are set forth in Pasadena City Charter, Article XV II. Under the Taxpayer Protection Act, City public officials who approve this Agreement/transaction are prohibited from receiving specified gifts, campaign contributions or employment from Recipient/Organization for a specified time. As well, if this Agreement is to be approved by the City Council, Councilmembers or candidates for Council are prohibited from receiving campaign contributions during the time this Agreement is being negotiated. This prohibition extends to individuals and entities that are specified and identified in the Taxpayer Protection Act and includes Recipient/Organization and its trustees, directors, partners, corporate officers and those with more than a 10% equity, participation, or revenue interest in Recipient/Organization. Recipient/Organization understands and agrees that: (A) Recipient/Organization is aware of the Taxpayer Protection Act; (B) Recipient/Organization will complete and return the forms provided by the City in order to identify all of the recipients of a public benefit specified in the Taxpayer Protection Act; and (C) Recipient/Organization will not make any prohibited gift, campaign contribution or offer of

employment to any public official who negotiated and/or approved this Agreement/transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

DATED: CITY OF PASADENA

By:

Steve Mermell
City Manager

ATTEST:

Mark Jomsky, CMC
City Clerk

DATED: RECIPIENT'S NAME

By:

(Typed name)

(Title)

APPROVED AS TO FORM:

Javan N. Rad
Chief Assistant City Attorney

REVIEWED:

Erika Estrada
Purchasing Administrator

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by Contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage.
2. **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Contractor should check with Contractor’s insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately

Exhibit B – Insurance Requirements

insure Contractor's obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover Contractor's liability under this agreement. These insurance requirements shall not in any way relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this agreement or law. These insurance requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage required, which are applicable to any given loss, shall be available to City.

The insurance to be provided by Contractor under this agreement shall not include any endorsement limiting coverage available to City that is otherwise required herein; and any policy or endorsement language that (i) negates coverage to City for City's own negligence; (ii) limits the duty to defend City under the policy; (iii) provides coverage to City only if Contractor is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this agreement shall not contain any restrictions or limitations which are inconsistent with City's rights under this agreement.

Other Insurance Provisions

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

Additional Insured Status

The City of Pasadena, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability additional insured coverage shall be provided in the form of an endorsement to Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 (ongoing operations) and CG 20 37 (completed operations).

Severability of Interests (Cross-Liability)

A severability of interest provision must apply for all the additional insureds, ensuring that Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.

Primary Coverage

For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, its City Council, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Notice of Cancellation/Change in Coverage

Each insurance policy required above shall state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed 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. Prior written notice shall be sent to City pursuant to the Notices/Ship To provisions of this agreement.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against City, its City Council, its officers, officials, employees, agents, and volunteers from Contractor by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII.

Certificate Holder

Certificate Holder on each insurance certificate shall be addressed pursuant to the Notices/Ship To provisions of this agreement.

Verification of Coverage

Contractor shall furnish City with original certificates and all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements required herein. Each insurance certificate shall specifically identify this agreement. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Failure to Maintain Insurance Coverage

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract at any time and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to Contractor, the City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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