

SUBRECIPIENT AGREEMENT

Subrecipient: Justice & Security Strategies, Inc.

Title: FY 2014 Los Angeles Smart Policing: Institutionalizing
Operation Laser

City Contract Number _____

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DRAFT

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
JUSTICE AND SECURITY STRATEGIES, INC.

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), acting by and through its Police Department ("LAPD"), and Justice and Security Strategies, Inc., a Virginia corporation (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Justice ("DOJ" or "Grantor"), through the Office of Justice Programs, Bureau of Justice Assistance ("BJA") provided financial assistance to the City of Los Angeles through the Fiscal Year ("FY") 2009 Los Angeles Smart Policing: Evidence-Based Law Enforcement: Smart Policing Demonstration Initiative Grant Program (the "Grant") in the amount of \$499,959 ("Grant Funds"), such Grant Funds having been accepted by the City Council (C.F. #10-0009, 5/5/10); and

WHEREAS, the City and the Subrecipient entered into Los Angeles City Contract No. C-118498 (the "Agreement") wherein Subrecipient agreed to act as the City's research partner to develop problem solving techniques using computer analytic tools to increase police officer/investigator efficiency in reducing the incidence of gun violence in specific neighborhoods in Los Angeles and the City agreed to pay Subrecipient for such services using said "Grant Funds", said Agreement having an initial term from May 1, 2010 to April 30, 2012; and

WHEREAS, this financial assistance was provided to enhance the City's data-driven, evidence-based approach to crime control, by using computer mapping and a variety of location-based data (crime, census, land use, etc.) specifically to reduce gun violence in specific neighborhoods in Los Angeles; and

WHEREAS, the initial performance period for the Grant was from October 1, 2009 to August 31, 2012, and through subsequent amendments by the Grantor was extended to on or about December 31, 2013; and

WHEREAS, on or about 08/26/2014, the Grantor through the Office of Justice Programs, Bureau of Justice Assistance (BJA), awarded supplemental Smart Policing Initiative (SPI) grant funds to the City of Los Angeles through the Fiscal Year ("FY") 2014 Los Angeles Solicited – Law Enforcement Program, in the amount of \$400,000, to expand and institutionalize Operation LASER (Los Angeles Strategic Extraction and Restoration program) which was created through LAPD's first SPI award and implemented in two LAPD divisions; and

WHEREAS, the City designated its Police Department ("LAPD") to provide for the proper monitoring and administration of the Grant and this Agreement; and

WHEREAS, Operation LASER focuses on chronic hot spot locations and chronic offenders and will be expanded to include nine LAPD divisions to reduce violent and property crimes in selected locations and among chronic offenders; and

WHEREAS, the City now wishes to distribute the Grant Funds allocated to the Subrecipient in accordance with the provisions of this Agreement and the Subrecipient is desirous of executing this Agreement, such execution having been authorized by the City Council and the Mayor (C.F. # _____); and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. Justice and Security Strategies, Inc., a Virginia corporation, having its principal office at 15134 Deer Valley Terrace, Silver Springs, Maryland 20906-6223.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Rick Wall, Captain
Real-time Analysis and Critical Response (RACR) Division
Los Angeles Police Department
500 East Temple Street, Room 110
Los Angeles, CA 90012
Phone: (213) 484-6710
Fax: (213) 237-9935

with a copy to:

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West 1st Street, Suite 842
Los Angeles, CA 90012
Phone: (213) 486-0370
Fax: (213) 486-0399

2. The representative of Subrecipient shall be:

Craig D. Uchida, Ph.D.
President
Justice and Security Strategies, Inc.
P.O. Box 6188
Silver Spring, Maryland 20916
Phone: (301) 438-3132
Fax: (877) 788-4235

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient, is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted:

- A. Proof of insurance as required by the City in accordance with §414 of this Agreement and attached hereto as Exhibit A and made a part hereof.

- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with §415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof.
- E. Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 421 of this Agreement.
- F. City Ethics Commission Form 50, attached hereto as Exhibit E and made a part hereof.

II

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on October 1, 2014 and end March 31, 2016 and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein. Performance shall not commence until the Subrecipient has obtained the City's approval of the insurance required in §413 herein.

§202. Use of Grant Funds

A. Subrecipient Responsibilities

Subrecipient shall provide services in accordance with this Section 202 and the Budget attached hereto as Exhibit F and incorporated herein and made a part hereof. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

Subrecipient will act as the City's Research Partner to develop problem solving techniques using computer analytic tools to increase police officer/investigator efficiency in reducing the incidence of gun violence in specific neighborhoods in Los Angeles.

Dr. Craig Uchida, will act as Subrecipient's Principal Investigator (PI) directly providing or personally directing and supervising all the services set forth herein. The PI will be assisted by a Research Associate and Research Assistant.

1. STAGE 1 - Empirical data collection will focus on developing:
 - a. Subrecipient will work with the LAPD to expand and institutionalize Operation LASER across at least seven patrol divisions, Air Support Division, and RACR Division. LASER is a strategy that involves a Crime Intelligence Detail (CID), and the identification of chronic locations (hotspots) and chronic offenders.
 - i. LAPD shall provide Subrecipient crime data to identify hotspots. Calls for service, incidents of crimes, and arrests will be analyzed. The types of crime and other characteristics within these "hot spots" will be used to construct targeted strategies to address the specific types of crime within each Division.
 - ii. Subrecipient will assist CIDs and Crime/Intelligence Analysts to generate detailed maps of gun violence, property crimes, and violent crimes in the seven divisions.
 - iii. Subrecipient will work with CIDs and Crime/Intelligence Analysts to use predictive analytic software to build maps and data when appropriate.
 - a. Subrecipient will use the GIS software purchased through the grant by LAPD to analyze the change in crime over time within neighborhoods.
 - b. Subrecipient will use the analytic software to examine the nature of the relationship between and among the people, places and things associated with crime and ensure integration of the GIS into the analytic software.
2. STAGE 2 - Subrecipient will work jointly with LAPD/RACR Divisions to develop strategies to reduce crimes.
 - a. LAPD and Subrecipient will jointly develop crime-reduction strategies using criminological theories in crime prevention and crime control and the use of data (efficient, focused problem-solving), including completing the following tasks:
 - i. Subrecipient and LAPD/RACR will develop strategies for targeting officer deployment that will consider the Indices of Violence and the occurrence of crime with respect to time (e.g. time of day, day of the week, month of the year).

- ii. Subrecipient will write analytic reports that link problem-solving, criminological theory and spatial analysis.
- 3. STAGE 3 - Subrecipient will collaborate with LAPD/RACR to implement strategies and to measure results of the activities.
 - a. Evaluating the Initiative
 - i. Subrecipient and the LAPD/RACR crime/intelligence analysts will analyze GIS and spatial analysis and determine an appropriate response and evaluate the results of implementing those response strategies.
 - ii. The process of evaluation will involve Subrecipient conducting interviews, making observations, and other methods that will result in a product that explains how the initiative evolved and was implemented. The outcome evaluation will determine whether the initiative led to a reduction in crime, increased the use of technology in the department, and resulted in more efficient use of time and resources.
 - iii. Subrecipient will track the number of individuals arrested as a result of data-driven analysis for the quarterly report.
 - b. Train Crime/Intelligence Analyst
 - i. Subrecipient will assist in training the LAPD/RACR Crime/Intelligence Analysts to utilize the analytic software to map the location-based data and assess the effects of the intervention on crime.
 - c. Quarterly Reporting
 - i. Subrecipient will report on progress on software development, crime reduction strategies, and Crime Intelligence Analyst training.
 - ii. Subrecipient must conduct and record analyses of the data on calls for service, arrests, and non-traditional data to determine whether changes occur in specific areas.
 - iii. Count and interview officers who use GIS and other technologies to determine whether the technologies helped their investigations.

B. Restrictions on Release and Publication of Data and Results

1. Results from this research will be published by the research team at LAPD's discretion for scientific purposes. The LAPD has the right to

review all written reports before publication. No published reports will contain any confidential information.

2. Upon LAPD request, all data used during this project will be provided on CDs with or without identifiers and at no cost to the LAPD.

C. Procedures to Preserve Confidentiality of Personal Information

1. To ensure the administrative and physical security of the personal information collected in this project, the following procedures will be implemented by Subrecipient:
 - a. A secure room with off-master keyed entry will be dedicated for working with and storage sensitive information. Only the project Principal Investigator (PI) and designated research assistants will have access to the secure room.
 - b. Any non-digital hard data such as printouts, hand-written notes or copied case-file information will be filed in a locked filing cabinet in the secure project room.
 - c. Construction of the project databases will take place on a non-networked computer contained within the secure project room. Password-protected logon access to the computer will be strictly limited to the project PI and designated research assistants. All data writing capability to portable media (e.g., printing, thumb drives, cd-dvd) will be by password only and limited to the project PI. No identifying data will be transferred to persons or parties other than the LAPD except where other arrangements have been agreed upon with the LAPD for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).
 - d. Completed databases will be anonymized such that individuals are identified only by a unique alpha-numeric code. A single master list linking anonymized codes to individual identities will be maintained only on the non-networked computer in the secure room. The list will be stored solely to allow future updating of the database with new information. The master list will not be used for research or statistical purposes.
 - e. All research and statistical studies will be conducted on anonymized data only. Research on anonymized data will not be restricted to the secure room, but will not be limited to the PI and identified research assistants.

2. Name and Title of Individual with the Authority to Transfer Data

- a. No identifiable data will be transferred to persons or parties other than the LAPD except where arrangements have been agreed upon with the LAPD for future maintenance of such data, in accordance with 28 CFR §22.23 (b)(6). Only the project PI and senior executives of Subrecipient are authorized to transfer data. Hardware and software security measures will be put in place to restrict the ability to read and write data containing personal identifying information.
3. Access to Data is Restricted to the Following Individuals (28 CFR §22.23(b)(6))
 - a. Access to personal identifying data is restricted to the project PI, senior executives and at most two student researchers.
 - b. All individuals with access to confidential personal data undergo appropriate security checks and will be instructed in protocols to ensure data security in accordance with 28 CFR.
 4. Procedures for the Final Disposition of Data (28 CFR §22.25)
 - a. Upon the completion of this project, the security of identifiable research data will be protected using the following procedures:
 - i. LAPD will be notified of intent to seek final disposition of personal identifying data and all data will be transferred to the LAPD upon request.
 - ii. All digital data with personal identifying information the possession of the PI will be destroyed.
 - iii. A single hard copy of the master list linking anonymized identifiers to individual persons will be maintained by the project PI in a single locked filing cabinet until such time as its transfer or destruction is requested by the LAPD.
 - b. Only the project PI and LAPD representatives are authorized to determine the final disposition of the data.
- D. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the Office of Justice Programs ("OJP") Financial Guide and this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives of the Grant as set forth by the Grantor, which were submitted as part of the 2014 Los Angeles Smart Policing Grant Program application. Subrecipient agrees that that Grant Funds will not supplant (replace) non-Federal funds.

Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the project being funded by the Grant Funds. Subrecipient shall assure that Grant Funds allocated to it are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify City and Grantor of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Agreement.

- E. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan attached hereto as Exhibit F and made a part hereof (the "Budget"). The Budget contains detailed listings of items and projects for expenditure under the terms of this Agreement. Subrecipient shall use the funds disbursed under this Agreement only for such items as set forth in the Budget. Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the City and the Grantor during the term of this Agreement. All modification requests must be in a form and manner as approved by the City and must be approved in writing by the City and the Grantor during the term of this Agreement to be effective. Subrecipient shall not expend any Grant Funds on modified budget items until such modification is approved by the City and Grantor.
- F. Subrecipient shall complete project plans, including applicable project timelines, to manage its allocation of the Grant Funds. Subrecipient shall provide such plans and any reports requested by the City regarding performance of this Agreement. Plans and reports shall be in the form requested by the City, and shall be provided in a timely manner. The completion of each milestone and deliverable referenced in the plans is subject to the prior review and written approval of the City. Subrecipient shall update the plans, if necessary, and provide such quarterly reports to the City in order to monitor and evaluate Subrecipient's performance. Subrecipient shall provide to the City and Grantor any progress reports and other information as may be required by Grantor.
- F. Subrecipient shall initiate and complete deliverables and milestones within the applicable time frame after receipt of approval for such tasks from the City. The City and Grantor may grant extensions to the time of performance for specific deliverables or milestones at its sole discretion. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the City. All extension requests must be approved by the City and the Grantor in writing during the term of this Agreement to be effective.

- G. Notwithstanding anything to contrary in this Agreement, Subrecipient shall not use any portion of the Grant Funds towards any part of the annual cash compensation of any employee of the Subrecipient whose total cash annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal system, for that year.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient as consideration for the services to be provided by Subrecipient as set forth in this Agreement its allocated Grant amount not to exceed One Hundred Fifty-Six Thousand Four Hundred Ninety-Six Dollars (\$156,496) to be used solely for items listed in the Budget and as described in §202 above. The disbursement shall be on a reimbursement basis only. Such compensation shall be used in strict accordance with the Budget. The foregoing rate represents the total compensation and reimbursement to be paid by City to Subrecipient for all services to be performed and costs incurred by Subrecipient pursuant to this Agreement.
- B. Subrecipient shall prepare, maintain and provide to the City invoices on Subrecipient's letterhead requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable federal, state and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time.

Reimbursement requests must be submitted to the City on a monthly basis, accompanied by supporting documentation as set forth above. The City will notify Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to Subrecipient for revision and shall be accepted by the City when such forms are accurate and complete. All invoices must be signed by an officer of the Subrecipient under penalty of perjury that the information submitted is true and correct.

- C. Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with OJP financial guidelines and 28 CFR Part 66, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned on Grant Funds. Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement applicable to the amount of such reduction will be promptly refunded to the City.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program. The Agreement may be terminated immediately upon written notice to Subrecipient of a loss or reduction of federal grant funds.
- F. Ten percent (10%) of the total compensation shall be withheld by the City until the Subrecipient has completed the requirements of this Agreement.
- G. Subrecipient agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms. Subrecipient warrants that any applicable discounts have been included in the costs to the City and that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Subrecipient's profession, doing the same or similar work under the same or similar circumstances.
- H. Due to the need for the Subrecipient's services to be provided continuously on an ongoing basis, Subrecipient may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Subrecipient. The word "Subrecipient" in this Agreement includes the party

or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in §505.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, as described in §404, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

The Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

§407. Permits

The Subrecipient and its directors, officers, agents, employees, contractors and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Subrecipient's performance hereunder and shall pay any fees required therefore. The Subrecipient certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates or other documents.

§408. Nondiscrimination and Affirmative Action

- A. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions of Section 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any

subcontract entered into by Subrecipient, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

Failure of Subrecipient to comply with this requirement or to obtain the compliance of its contractors and subcontractors with such obligations shall subject Subrecipient to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

- B. The Subrecipient shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$1,000 but not more than \$100,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$100,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Subrecipient shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.
- C. Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §408.

§409. Claims for Labor and Materials

Subrecipient shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by the Subrecipient hereunder), against the Subrecipient's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Current Los Angeles City Business Tax Registration Certificate Required

If applicable, Subrecipient represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Agreement, Subrecipient shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended.

§411. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§412. Indemnification

- A. Except for the active negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Subrecipient undertakes and agrees to defend, indemnify and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including, but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Subrecipient's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the Subrecipient or its contractors or subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.
- B. Intellectual Property Indemnification - Subrecipient, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the City, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Subrecipient, or its contractors or subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Subrecipient, or its contractors or subcontractors of any tier, under the Agreement. Rights and remedies available to the City, under this provision are

cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

- C. Intellectual Property Warranty - Subrecipient represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

§413. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the

proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

- b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. Subrecipient covenants that no member of its Board of Directors may be employed by a subcontractor in connection with this Agreement.
- D. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- E. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- F. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- H. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- I. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- J. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

§414. Insurance

During the term of this Contract and without limiting Subrecipient's indemnification of the City, Subrecipient shall provide and maintain at its own

expense a program of insurance having the coverages and limits customarily carried and actually arranged by Subrecipient but not less than the amounts and types listed on the Insurance and Minimum Limits Sheet (Form Gen 146 in Exhibit A hereto), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto), shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management, and shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

Electronic submission of insurance requirements is the only method of submitting Subrecipient's evidence of insurance documents. **Track4LA™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of Subrecipient's insurance is to have its insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Subrecipient's behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

Subrecipient's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Subrecipient.

By signing this Contract, Subrecipient hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Single Audit Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. Subrecipient shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement be used, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. Subrecipient shall not use any funds provided under this Agreement for any lobbying activities, including, but not limited to, being paid by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. If this Agreement provides for more than \$100,000.00 in grant funds or more than \$150,000 in loan funds, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.
- c. Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

- a. At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office, and the Comptroller General of the United States may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives City, the Federal government, the General Accounting Office, and the Comptroller General of the United States, through any authorized representative, access to, and the right to examine, audit

and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data.

- b. Subrecipient agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives.

7. Subcontracts and Procurement

Subrecipient shall comply with the State, Federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or

regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- c. Subrecipient shall comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201) regarding wages and hours of employment.
- d. None of the Grant Funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply with all Federal statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 28 Code of Regulations (CFR) Part 42, Subparts C, D, E and G; (j) Title 28 CFR Part 35; (k) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (l) the requirements of any other nondiscrimination statutes which may apply to this Grant; (m) the nondiscrimination requirements and all other provisions of the current

edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (n) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender or disability against Subrecipient or any of its contractors or subcontractors being funded with Grant Funds, the Subrecipient will promptly forward a copy of the finding to the City and the Office of Civil Rights, Office of Justice Programs.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- b. Subrecipient shall comply with, and provide any information requested by Grantor to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.

- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient will comply with all conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not undertake any project having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and Grantor and the appropriate State Historic Preservation Office.
- d. Subrecipient shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.
- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and Grantor of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- h. Subrecipient is, and shall be in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.

- i. Subrecipient shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
- k. Subrecipient shall assist the City and the Grantor's Bureau of Justice Assistance ("BJA") in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

11. Preservation

Subrecipient shall comply with, and assist Grantor in assuring compliance with, Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Subrecipient shall comply with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 28 CFR Part 67, and the California Drug-

Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof.

14. Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the grant funded program. However, a Subrecipient that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

- a. Subrecipient may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contact. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- b. A religious or faith-based Subrecipient will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.
- c. A religious or faith-based Subrecipient may use space in their facilities to provide grant funded services, without removing religious art, icons, scriptures, or other religious symbols.
- d. A religious or faith-based Subrecipient retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- e. A religious or faith-based Subrecipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f. Grant funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities.

- g. Grant funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this Section. Where a structure is used for both eligible and inherently religious activities, Grant funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Grant funds herein. Sanctuaries, chapels, or other rooms that a Grant funded religious congregation uses as its principal place of worship, however, are ineligible for Grant funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property dispositions.

15. Miscellaneous

Subrecipient shall comply, if applicable, with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by these Grant Funds. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

16. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- a. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); OJP Procurement Procedures Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; and Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles

and Procedures, Contracts with Commercial Organizations.

- b. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607 et seq. and CCR Title 19, §§ 2445-2448. All equipment and software purchased or developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).
- c. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Part 67, Government-Wide Debarment and Suspension (Non-Procurement); Part 69, New Restrictions on Lobbying; Part 70 Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-profit Organizations; Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
- d. Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulations.

- e. Requirements of the Genetic Information Nondiscrimination Act of 2008; confidentiality requirements of 42 USC §3789g and 28 CFR Part 22 that are applicable to collection; use and revelation of data and information.
- f. Subrecipient shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency in accordance with Federal Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964.
- g. Subrecipient shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
- h. To avoid duplicating existing networks or IT systems in any initiatives funded by Grantor for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, any such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless Subrecipient can demonstrate to the satisfaction of Grantor that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
- i. Subrecipient shall comply with all reporting, data collection and evaluations requirements, as prescribed by law and detailed by Grantor in program guidance for the JAG program.
- j. Subrecipient shall ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Grant during the performance period for the Grant.
- k. Subrecipient agrees that the funds received under this Agreement will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
- l. Subrecipient shall submit to City and Grantor for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published,

including web-based materials and website content, through funds from this Grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Subrecipient's or the City's expense, shall contain the following statements: "This Project was supported by grant No. 2009-DG-BX-0018 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, The National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office of Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice."

17. Travel Expenses

Any and all travel expenses incurred by the Subrecipient will be reimbursed by the City only to the extent as set forth in the Budget, as may be approved in writing by the City and the Grantor prior to the incurring of such expenses, and as in consistent and in accordance with all Grant rules and regulations.

18. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Subrecipient as an independent party and not as a City employee.

§417. Inventions, Patents and Copyrights

A. Inventions and Patents

1. Reporting Procedure for Inventions

If any project produces any invention or discovery ("Invention") patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the

Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

2. Right of City to Use Inventions

City and Grantor shall have a non-exclusive, irrevocable, royalty-free license, to use, reproduce, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

B. Copyright Policies

1. Copyright Ownership

Unless otherwise provided by the terms of the Grant or of this Agreement, when copyrightable material is developed under this Agreement ("Material"), the author or the City, at the City's discretion, may copyright the Material. Before copywriting any Material, the Subrecipient shall obtain written permission from the City.

2. Rights of City in Copyrighted Materials

If the City declines to copyright the Material, the City and Grantor shall have a non-exclusive, irrevocable, royalty-free license, to use, reproduce, publish, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

3. Rights of Grantor in Copyrighted Materials

Pursuant to 28 CFR 66.34, 28 C.F.R. § 70.36 and 37 C.F.R. Part 401, the Grantor shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

C. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement, pursuant to 48 CFR 24.400 et. seq.

If any project produced under this Agreement contains data not first produced under this Agreement, or data published with the notice of 17 U.S.C. Section 401 or 402, the Grantor shall have limited rights to such data pursuant to 48 CFR (FAR).

D. Obligations Binding on Subcontractors

Subrecipient shall require all subcontractors to comply with the obligations of this section by incorporating the terms herein into all subcontracts.

§418. Living Wage Ordinance

A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time. The LWO requires the following:

1. Subrecipient shall assure payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provide compensated and uncompensated days off and health benefits, as defined in the LWO.
2. Subrecipient further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Subrecipient shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Subrecipient shall deliver the executed pledges from each subcontractor to the City within ninety (90) days of the execution of the subcontract. Subrecipient's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Subrecipient with respect to such pledges and fully discharge the obligation of Subrecipient to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. Subrecipient, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practices proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the

LWO. Subrecipient shall post the Notice of Prohibition against Retaliation provided by the City.

4. Any subcontract entered into by Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §418 and shall incorporate the provisions of the LWO.
 5. Subrecipient shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Subrecipient has violated provisions of the LWO.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that Subrecipient is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Subrecipient in accordance with the following procedures. Impoundment shall mean that from monies due Subrecipient, City may deduct the amount determined to be due and owing by Subrecipient to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Subrecipient is to continue work following an impoundment shall remain in the sole discretion of the City. Subrecipient may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. Subrecipient shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). Subrecipient shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from Subrecipient.

§419. False Claims Act

Subrecipient acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

§420. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

§421. Equal Benefits Ordinance

Unless otherwise exempted, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, the Subrecipient certifies and represents that the Subrecipient will comply with the EBO.
- B. The failure of the Subrecipient to comply with the EBO will be deemed to be a material breach of the Contract by the City.
- C. If the Subrecipient fails to comply with the EBO, the City may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Subrecipient in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Subrecipient has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Subrecipient in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

§422. Contractor Responsibility Ordinance

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of the Los Angeles Administrative Code, as amended from time to time, which requires Subrecipient to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Subrecipient's fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, Subrecipient pledges, under penalty of perjury, to comply

with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Subrecipient further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Subrecipient is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Subrecipient has violated the provisions of Section 10.40.3 (a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance in performance of the subcontract.

§423. Slavery Disclosure Ordinance

Unless otherwise exempt, this Agreement is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. Subrecipient certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

§424. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§425 Child Support Assignment Orders

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Subrecipient will fully comply with all applicable State and Federal employment reporting requirements for Subrecipient's employees. Subrecipient shall also certify (1) that the Principal Owner(s) of Subrecipient are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Subrecipient will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with

California Family Code Section 5230 et seq.; and (3) that Subrecipient will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Subrecipient to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any Principal Owner(s) of Subrecipient to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Subrecipient under the terms of this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to Subrecipient by City.

Any subcontract entered into by the Subrecipient, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of the Subrecipient to obtain compliance of its subcontractors shall constitute a default by the Subrecipient under the terms of this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Subrecipient by the City.

Subrecipient certifies that to the best of its knowledge it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth Section 7110(b) of the California Public Contract Code.

§426. Limitation of Expenditures

- A. The Subrecipient shall not expend funds provided under this Agreement prior to the commencement of this Agreement, as provided in §201 of this Agreement or subsequent to suspension or termination of this Agreement in accordance with §§503-504 herein.
- B. Expenditures shall be made in conformance with the City approved Budget Summary/Expenditure Plan.
- C. Expenditures shall be in direct support of the project which is the subject of this Agreement. The Subrecipient shall notify the City in writing of any expenditure for items jointly used for any other project(s) and the expenditures shall be apportioned according to the percentage of direct use for this project.

§427. Limitation of Corporate Acts

The Subrecipient shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §301 herein or take any other steps which may materially affect the performance of this

Agreement without first notifying the City in writing. The Subrecipient shall notify the City immediately in writing of any change in the Subrecipient's corporate name.

§428. Employment of Key Personnel

All Subrecipients' grant funded positions are considered essential to the work being performed under this Agreement. Upon terminating or diverting any personnel to other programs, Subrecipient shall notify the City in sufficient detail to permit the City to evaluate the impact on the program from such changes in personnel and the plan for replacement. All staff for this program must be identified on the Budget/Expenditure Plan, incorporated by reference. Substitute or replacement personnel hired by Subrecipient or collaborating subcontractor agencies shall meet the same qualifications as staff identified in the proposal and during budget negotiation. Subrecipient warrants that it shall replace all key personnel with equally or better qualified staff.

§429. Subrecipient Personnel

- A. The Subrecipient shall employ persons meeting the qualifications for those positions as negotiated between the Subrecipient and the City for this Agreement. Subrecipient shall ensure its primary work location is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel, that meet applicable certification requirements, and in compliance with any requirements identified in City Directives.
- B. The Subrecipient shall not use Grant funds provided under this Agreement to pay salaries in excess of the maximum salary designated for each position as negotiated between the Subrecipient and the City.
- C. Deviation of the foregoing limitations shall require written City approval before becoming effective.
- D. Unless otherwise provided or approved by the City, Subrecipient shall use its own employees to perform the services described in this Contract. The City shall have the right to review and approve any personnel who are assigned to work under this Contract. Subrecipient agrees to remove personnel from performing work under this Contract if requested to do so by the City.

Subrecipient shall not use subcontractors to assist in performance of this Contract without the prior written approval of the City. If the City permits the use of subcontractors, Subrecipient shall remain responsible for performing all aspects of this Contract. The City has the right to approve Subrecipient's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Subrecipient's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

§430. Cost-Plus-a-Percentage-of-Cost-Subcontracting

Under no circumstances shall the Subrecipient enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§431. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Subrecipient's actual project expenditures and work performance. Should the City determine that the Subrecipient is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.
- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§432. Press Releases-Public Information

The Subrecipient shall make specific reference to the City of Los Angeles as the sponsoring agency and that the Subrecipient is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community. The Subrecipient shall make specific reference to the City of Los Angeles as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Subrecipient shall also coordinate press releases with the media/public relations project for maximum impact.

§433. Participation of Small, Minority and Women's Business

Consistent with Executive Order Nos. 11625, 12432, and 12138, Subrecipient shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Subrecipient shall:

- A. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
- B. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
- C. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.

- D. The Subrecipient shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

§434. Prohibition of Legal Proceedings

The Subrecipient is prohibited from using Grant funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

§435. Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, Subrecipient agrees and represents that it will provide equal employment practices and Subrecipient and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. Subrecipient agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Subrecipient shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. Subrecipient shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request Subrecipient shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Subrecipient to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Subrecipient.
- F. Upon a finding duly made that Subrecipient has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Subrecipient is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Subrecipient shall be disqualified from being awarded a contract with the City for a period of two years, or until Subrecipient shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City or when an individual bid or proposal is submitted, Subrecipient shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Subrecipient, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Subrecipient to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Subrecipient to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Subrecipient's Contract with the City.

§436. Notice to City of Labor Disputes

When Subrecipient has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement the Subrecipient shall immediately give notice thereof, including all pertinent information, in regard to same to City. No funds in this Agreement shall be used to promote or deter union organizing.

§437. Technical Assistance

Should Subrecipient need technical assistance from the City regarding matters which are the subject of this Agreement, Subrecipient shall submit a written request to the City identifying the nature of the problem, the action Subrecipient has taken to resolve the problem, and the type of assistance needed.

§438. Maintenance of Effort

Subrecipient shall abide by the stipulations in the Maintenance of Effort provision of 29 USC Section 1551 and Section 1553 and any implementing regulations.

§439. Effect of Legal Judgment

Should any covenant, condition or provision contained herein be held invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not affect any other covenant, condition or provision herein contained.

§440. Acts of God

Neither party shall be liable for damages for delays in performance arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

§441. City Evaluation of Subrecipient's Performance

City shall conduct an evaluation of the Subrecipient's performance. As required by the Los Angeles Administrative Code §10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, compliance with budget requirements, and the expertise of personnel the Subrecipient assigns to the Agreement. Subrecipient will use the final City evaluation, and any response from the Subrecipient, to evaluate proposals and to conduct reference checks when awarding other service contracts.

§442. Headings And Captions

This Agreement's section headings shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning, or intent of these conditions. Unless defined as a "working day," all reference to days is to calendar days.

§443. Procurement Procedures for Subcontracts

- A. **Methods of Procurement:** Subrecipient shall use one of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with Subcontractors. Subrecipients shall conduct procurements in a manner which provides full and open competition. Subrecipient shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 28 CFR §66.36, Los Angeles City Charter §§ 371-372, Office of Management and Budget Circular A-110, incorporated herein by reference.

Prior to entering into any subcontract, the Subrecipient shall submit to the City evidence that it has received the required quotes/bids as described below in subsections 1 and 2 and justification for selection of the successful bidder or documentation to support the fact of the sole source supplier. Records shall be maintained by the Subrecipient showing the parties solicited and the bids submitted.

1. Small Purchase Procedures. Small purchases are made from vendors for goods or services under \$100,000. Following the procedures for small purchase will constitute justification of the procurement method chosen. The requirements are:

Dollar Range of Purchase	Contacts and Method
\$0 to \$5,000	3 documented quotes**
\$5,000 to \$100,000	3 written quotes**

**Unless sole source justification exists.

For the 3 documented quotes, the documentation requires telephone contact with the vendors to obtain quotes for requested services. A Request for Quote (Quote) is required for all small purchases. The Quote indicates the quantity, time frames and all other requirements of the product or service sought. Quotes must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

For 3 written quotes, the Quote must either be provided in writing to the vendors or transmitted as uniformly as possible over the telephone. To be considered, the response must be signed and dated by the vendor.

2. Purchases/Services Over \$100,000

- a. Sealed Bids - Formal Advertising. Subrecipient shall prepare an Invitation for Bid (IFB) or similar solicitation document which includes full and clear definitions and descriptions of the items to be procured and key performance criteria, dimensions or specifications. Sealed bids shall be solicited publicly for procurement for a firm-fixed-price contract (lump sum or unit price) or other fixed-price arrangement.
- b. Competitive Proposals. Proposals shall normally be conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Subrecipients shall ensure that they use a documented methodology for technical evaluations and shall award the contract to the responsible bidder whose proposals are most advantageous to the program with price, technical, and other factors considered.
- c. Noncompetitive Proposals - Sole Source. To conduct a noncompetitive procurement the criteria here must be met. Sole source contracts shall be procurement through solicitation of a proposal from only one source, the funding of an unsolicited proposal, or, after solicitation of a number of sources, when competition is determined inadequate.

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase

procedures, sealed bids, or competitive proposals and one of the following circumstances applies:

- 1) The item or service is available only from a single source; or
- 2) The public exigency or emergency need for the item or service does not permit a delay resulting from competitive solicitation and the procurement is for a limited time only; or
- 3) The awarding agency authorizes noncompetitive proposals; or
- 4) After solicitation of a number of sources, competition is determined inadequate; or

3. Cost or Price Analysis.

- a. Subrecipient shall establish standards for the performance of cost or price analysis.
- b. Subrecipient shall perform a cost or price analysis in connection with every procurement action, including contract modifications to determine that the expenditure is reasonable. The method and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the Subrecipient shall make independent estimates before receiving bids or proposals.
 - 1) A cost analysis is necessary when the bidder is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. As part of its bid the bidder shall certify that to the best of its knowledge and belief, the cost data are accurate, complete and current at the time of agreement on price.
 - 2) Contracts or modifications negotiated in reliance on such data should provide the awarding agency a right to a price adjustment to exclude any significant sum by which the price was increased because the Subrecipient had submitted data that were not accurate, complete or current as certified.

- 3) Any indirect costs in a proposal must be carefully reviewed to ensure that the costs are not duplicated by direct costs. Indirect costs must be allocated in accordance with an approved cost allocation plan.
 - 4) If a bidder proposes to use a subcontractor as part of its proposal, all costs in the proposed subcontract must also be evaluated in the same manner as for the primary proposal.
 - 5) Cost analysis must carefully evaluate salaries of owners of sole proprietorships or partnerships who submit offers to insure that they are in line with the services to be performed.
- c. A price analysis shall be used in all other instances to determine the reasonableness of the proposed contract price. The following price analysis techniques shall be used: i) comparison of proposed prices received; ii) comparison of prior prices received and current contract proposed prices for the same or similar requirement; iii) application of rough yardsticks (e.g., dollars per square feet, dollars per placement); iv) comparison with competitive published price lists and published market prices, and v) comparison with agency's independently developed cost estimates.
- 1) The following cost analysis steps shall be used 1) verify cost or pricing data and evaluate cost elements; 2) evaluate the effect of the bidder's current practices on future costs; 3) compare proposed costs for individual cost elements; 4) verify that bidder's cost submissions are in accordance with cost principles (allowable/allocable), and 5) review to determine that all necessary cost or pricing data have been submitted.

B. Contract Provisions. All contracts must contain at a minimum the following provisions.

1. Specific deliverables and the basis for payment;
2. Provisions requiring compliance with all Grant regulations;
3. Provisions which describe remedies for breach;
4. Provisions which describe Grant patent and copyright rules;
5. Provisions for termination for cause and convenience;
6. Access to records for audit purposes;

7. Audit requirements;
8. Provisions for payment and delivery;
9. Provisions describing contract amendment procedures;
10. Provisions against assignment;
11. Provisions for equal opportunity and non-discrimination;
12. Provisions prohibiting conflicts of interest.

§444. Purchase Or Lease Of Equipment

Prior to the purchase or lease of equipment, the Subrecipient shall receive prior City approval in writing and shall comply with all requirements described in this Agreement.

The term equipment as used in this Agreement shall be defined to mean personal property.

Subrecipient shall notify the City in writing before using equipment for this Agreement that was or is to be purchased or leased with public funds not provided by this Agreement. Purchase or lease payments for this equipment shall not be made from funds under the terms of this Agreement.

A. Lease of Equipment

A copy of each executed equipment lease agreement shall be submitted to the City before payment.

Written amendments to equipment lease agreement shall comply with the conditions set forth in this Agreement.

B. Purchase of Equipment

All property, real and personal, purchased under this Agreement with funds provided in this Agreement shall become the property of the City and shall be returned to the City upon termination of this Agreement, except as provided otherwise by the City in writing. Subrecipient shall file all Uniform Commercial Code statements for any eligible property purchased with funds from this Agreement and deliver a copy of the filing to the City.

The property shall be used and maintained by the Subrecipient as follows:

1. Property shall be used solely in the performance of this Agreement.
 2. No modifications shall be made to the property without the prior written approval of City.
 3. The Subrecipient shall be liable for any and all loss, damage or destruction of property acquired under this Agreement during the period the property is under the control of the Subrecipient, except losses, damage or destruction resulting from reasonable wear and tear. Damage, loss, or destruction of the property shall be immediately reported to the City.
- C. Purchase of depreciable equipment including, but not limited to, computer hardware and software and vehicles require prior City written approval.

Disposition of nonexpendable personal property shall be governed by City Directives, as applicable. All private for profit contractors shall acquire prior City approval before purchasing any nonexpendable personal property.

D. Equipment Records:

Nonexpendable personal property (equipment) acquired pursuant to this Agreement shall be properly maintained and accounted for as set forth below:

A record shall be maintained for each item of equipment acquired for the program. Equipment is nonexpendable property, which is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one year or more. Items costing below \$5,000, but falling into the following categories are also considered equipment and records must be maintained for them: (1) electronic communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment as follows – facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals, and printers.

The record shall include: (1) description of the item of equipment, including model and serial number, if applicable; (2) date of acquisition; (3) the acquisition cost or assigned value to the program; and (4) source of acquisition.

All equipment obtained under this Agreement shall have a City identification decal affixed to it. The identification decal, when practical, shall be affixed where it is readily visible.

A physical inventory shall be taken by the Subrecipient and reconciled with the record card annually or at other times as the City shall prescribe.

§445. Restriction on Disbursements to Subcontractors

If applicable, no money received pursuant to this Agreement by the Subrecipient shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as set forth in §415 herein and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§446. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

V.

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Subrecipient fail for any reason to comply with the contractual obligations of this Agreement, including but not limited to, fails to meet the Performance Standards, fails to start up the program on time, fails to provide services according to plan and/or to benefit customers and the provisions of the Agreement, fails to maintain expenditures at an approved rate in the Budget Summary/Expenditure/Work Plan, fails to resolve performance problems in a timely manner, fails to demonstrate the capabilities to solve identified problems within a specific time, fails to provide necessary fiscal or Management Information Services (MIS) documents to City in a timely manner, fails to maintain agreed cost per placement or fails to utilize City funds in accordance with the terms and conditions of the Agreement, the City reserves the right to take any or all of the following actions at its discretion:

- A. Notify Subrecipient of performance deficiencies in accordance with §502 of this Agreement
- B. Withhold the release of funds
- C. Require that no funds be advanced to Subrecipient until Subrecipient has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on Exhibit A (Insurance Requirement Form) and is subject to prior City approval.
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement
- E. Require Subrecipient to secure at its own expense the services of Independent Experts
- F. Require specific performance progress reports for identified time periods
- G. Reduce compensation within the scope of the City's reallocation policy.
- H. Suspend operations in accordance with §503 below of this Agreement.

§502. Notice To Correct Performance

- A. The City may notify the Subrecipient of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of posting, which states the specific performance deficiencies to be corrected.
- B. Within ten (10) working days, the Subrecipient shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Subrecipient shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§503. Suspension Of The Agreement

- A. The City may, by giving written notice, suspend all or part of the project operations for Subrecipient's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of posting.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.

- C. Within ten (10) working days from the date of written City notification, the Subrecipient shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing. Performance shall not resume without prior written approval of the City.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Subrecipient is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§504. Termination Of Agreement

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving Subrecipient thirty days written notice thereof. Upon receipt of said notice, Subrecipient shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Subrecipient its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Subrecipient to affect such termination. Thereafter, Subrecipient shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Subrecipient agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except for excusable delays as provided in §404, if Subrecipient fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give Subrecipient written notice of such default. If Subrecipient does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this Contract due to Subrecipient's breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against Subrecipient, or if Subrecipient makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
3. If Subrecipient engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, then the City may immediately terminate this Contract.

4. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Subrecipient shall be liable to the City for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Subrecipient agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Subrecipient was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

VI. ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Subrecipient, and any increase or decrease in the amount of compensation which are agreed to by the City and the Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Contract.

§603. Waivers

Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be waiver or a breach of any other provision or of a continuing or subsequent breach of the same provision.

§604. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes fifty-three (53) pages and six (6) Exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:
MICHAEL FUEUR, City Attorney

For: THE CITY OF LOS ANGELES

By _____
STEVEN HONG
Deputy City Attorney

By _____
CHARLIE BECK
Chief of Police

Date _____

Date _____

ATTEST:

For: Justice & Security Strategies, Inc.
a Virginia corporation

HOLLY WOLCOTT, Interim City Clerk

By _____
Deputy City Clerk

By _____
Title _____
Date _____

Date _____

ATTEST:

(Contractor's Corporate Seal or Notary)

By _____
Title _____
Date _____

City Business License Number: 0002509023-001-1
Internal Revenue Service ID Number: 52-2402710
Council File/CAO File Number: _____ Date of Approval _____
City Contract Number _____



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

August 26, 2014

Chief Charlie Beck
City of Los Angeles
200 N. Spring Street
SW Mezzanine, Suite M175
Los Angeles, CA 90012

Dear Chief Beck:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Solicited - Law Enforcement in the amount of \$400,000 for City of Los Angeles.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Melanie Davis, Program Manager at (202) 305-7944; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 26, 2014

Chief Charlie Beck
City of Los Angeles
200 N. Spring Street
SW Mezzanine, Suite M175
Los Angeles, CA 90012

Dear Chief Beck:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director


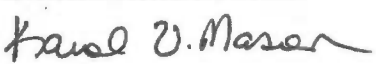

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Los Angeles 200 N. Spring Street SW Mezzanine, Suite M175 Los Angeles, CA 90012		4. AWARD NUMBER: 2009-DG-BX-0118	
		5. PROJECT PERIOD: FROM 10/01/2009 TO 03/31/2016 BUDGET PERIOD: FROM 10/01/2009 TO 03/31/2016	
1A. GRANTEE IRS/VENDOR NO. 956000735		6. AWARD DATE 08/26/2014	7. ACTION Supplemental
		8. SUPPLEMENT NUMBER 01	
		9. PREVIOUS AWARD AMOUNT	\$ 499,959
3. PROJECT TITLE Smart Policing: Institutionalizing Operation LASER		10. AMOUNT OF THIS AWARD	\$ 400,000
		11. TOTAL AWARD	\$ 899,959
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY14(BJA - Smart Policing) Pub. L. No. 113-76, 128 Stat. 5, 61			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Charlie Beck Chief 	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9-4-14
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B WY 80 00 00 400000		21. IWYUGT0882	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2009-DG-BX-0118

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 5

PROJECT NUMBER 2009-DG-BX-0118

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
15. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

CB



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 5

PROJECT NUMBER 2009-DG-BX-0118

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

16. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
17. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
18. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
19. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2009-DG-BX-0118 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
21. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
22. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

CS



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 5

PROJECT NUMBER 2009-DG-BX-0118

AWARD DATE 08/26/2014

SPECIAL CONDITIONS

24. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
25. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
26. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$150,000 for the sole purpose of developing an SPI Action Plan. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw-downs until BJA has reviewed and approved the recipient's SPI Action Plan, and a Grant Adjustment Notice (GAN) has been issued to remove this Special Condition.
27. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
28. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

CS



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Los Angeles

The National Initiative: Smart Policing: Evidence-Based Law Enforcement Initiative helps improve criminal justice systems and provides national programs and efforts, such as training and technical assistance, to address the needs of state and local justice systems and communities. Awards under this program will be used to develop national demonstration, training, and technical assistance programs.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2009-DG-BX-0118

PAGE 1 OF 1

This project is supported under FY14(BJA - Smart Policing) Pub. L. No. 113-76, 128 Stat. 5, 61

1. STAFF CONTACT (Name & telephone number)

Melanie Davis
(202) 305-7944

2. PROJECT DIRECTOR (Name, address & telephone number)

Nichole Trujillo
Management Analyst II
100 West 1st Street
Suite 842
Los Angeles, CA 90012-4112
(213) 486-0380

3a. TITLE OF THE PROGRAM

BJA FY 14 Solicited - Law Enforcement

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Smart Policing: Institutionalizing Operation LASER

5. NAME & ADDRESS OF GRANTEE

City of Los Angeles
200 N. Spring Street SW Mezzanine, Suite M175
Los Angeles, CA 90012

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2009 TO: 03/31/2016

8. BUDGET PERIOD

FROM: 10/01/2009 TO: 03/31/2016

9. AMOUNT OF AWARD

\$ 400,000

10. DATE OF AWARD

08/26/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

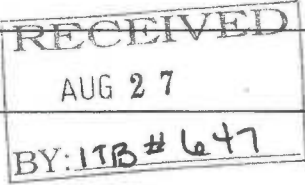
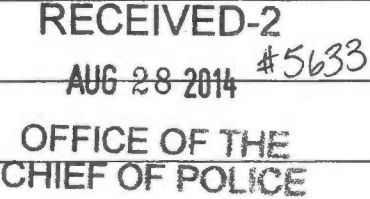
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Smart Policing Initiative seeks to build upon the concepts of offender-based and place-based policing and broaden the knowledge of effective policing strategies. The most convincing research demonstrates that place-based or hotspot policing reduces violent crime and neighborhood disorder. This initiative addresses the need for effective policing that requires a tightly focused, collaborative approach that is measurable, based on sound, detailed analysis and includes policies and procedures for accountability. This grant program seeks to build upon data-driven, evidence-based policing by encouraging state and local law enforcement agencies to develop effective, economical, and innovative responses to precipitous or extraordinary increases in crime, or in a type or types of crime within their jurisdictions.

The Los Angeles Police Department (LAPD) will utilize Smart Policing Initiative grant funds, in partnership with a research partner, to expand and institutionalize Operation LASER (Los Angeles Strategic Extraction and Restoration program). LASER was created through LAPD's first SPI award. LASER focuses on chronic

hot spot locations and chronic offenders. Operation LASER will be expanded to include nine LAPD divisions. The primary goal of LASER is to reduce violent crime and property crime in specific locations and among specific chronic offenders. Each division participating in LASER will complete the following: 1) Create a Crime Intelligence Detail to collect, analyze, and use data routinely for strategic and tactical purposes; 2) Focus on chronic offenders and chronic locations; 3) Direct patrol officers and special units to work in specific areas every week to prevent and deter crime and criminal behavior; 4) Use technology to assist officers and detectives in identifying chronic offenders, finding license plates and vehicles, and in creating Chronic Offender Bulletins; and 5) Work with the research partner on evaluating the project. The Research Partner will work with the LAPD by evaluating the strategies and tactics utilized in the field in the existing and expanded LAPD divisions. NCA/NCF

OFFICIAL CORRESPONDENCE REVIEW

INITIATED BY: (Name, Bureau or Division, Etc.)		DATE:	
Chief Information Officer Maggie Goodrich, Commanding Officer, Information Technology Bureau		August 27, 2014	
STAFF OFFICER ASSIGNED: (Name, Bureau)			
SMA II Stella Larracas, OIC, Grants Section, (213) 486-0393			
PO III Mika Neal, Grants Section, (213) 486-0382			
SUBJECT:			
ACCEPTANCE OF THE GRANT AWARD AGREEMENT FOR THE SMART POLICING: INSTITUTIONALIZING OPERATION LASER GRANT			
ATTN	REVIEWED BY:	ATTN	REVIEWED BY:
<i>4/15</i>	Grants Section		
<i>NA</i>	Information Technology Bureau		
3	Office of the Chief of Staff <i>9/2</i>		
4	Office of the Chief of Police		
*	Office of Administrative Services		
			

70-15.75.0 (1/99)

*Office of Administrative Services permits the submission of documents requiring the Chief of Police's signature directly through the OCOP Administrative Unit.

****Please call Mika Neal (213) 486-0382 when the documents are signed and ready for pick-up.**

RECEIVED
 SEP 03 2014
1138
 Chief of Police

RECEIVED
 AUG 28 2014
 Chief of Staff
#676

INTRADEPARTMENTAL CORRESPONDENCE

August 27, 2014
1.17

TO: Chief of Police

FROM: Commanding Officer, Information Technology Bureau

SUBJECT: ACCEPTANCE OF THE GRANT AWARD AGREEMENT FOR THE SMART
POLICING: INSTITUTIONALIZING OPERATIONS LASER GRANT

Please find attached for your review, signature and initials, the Cooperative Agreement for the Smart Policing: Institutionalizing Operations LASER (Los Angeles' Strategic Extraction and Restoration program) Grant. The Grants Section has applied for and received a grant award notice from the Bureau of Justice Assistance (BJA), United States Department of Justice. The awarding agency allows 45-days to accept the award, however, the grant application has yet to receive approval from the Police Commission, City Council and Mayor, which allows the Chief of Police to accept the award. Due to the short time period to accept the award, it is requested that City approval and your acceptance be processed concurrently.

Following the successful implementation in Newton Division, the award will fund a project to expand and institutionalize Operation LASER to eight additional Divisions within the LAPD with the primary goal of reducing violent crime in specific locations and among chronic offenders. The Program, which commences on October 1, 2014 and ends on March 30, 2016, provides \$400,000 in funding to continue the downward trend in crime by using data-driven strategies and Smart Policing techniques. Under the Smart Policing Initiative, the LAPD's Real-time Analysis and Critical Response Division will follow the principles of problem-oriented policing by scanning, analyzing, responding, and assessing the problem of gun violence in selected neighborhoods in Los Angeles.

If you have any questions regarding this matter, please have a member of your staff contact Sr. Management Analyst Stella Larracas, Officer in Charge, Grants Section, at (213) 486-0380.



MAGGIE GOODRICH, Chief Information Officer
Commanding Officer
Information Technology Bureau

Attachments

Project Abstract



Part 1: Please identify the applicant point of contact (POC)

OMB No. 1121-0329
Approval Expires 07/31/2016

Applicant POC	
Organization Name	Los Angeles Police Department
POC Name	Officer Nichole Trujillo
Phone Number	(213) 486-0385
Email Address	n3362@lapd.lacity.org
Mailing Address	100 W. 1st Street, Suite 842 Los Angeles, CA 90012

Part 2: Please identify the application

Application Information	
Solicitation Name	Smart Policing Initiative Supplement
Project Title	Smart Policing: Institutionalizing Operation LASER in The Los Angeles Police Department
Proposed Start Date	10/01/2014
Proposed End Date	12/31/2015
Funding Amount Requested	\$400,000

Part 3: Please identify the project location and applicant type

Project Location and Applicant Type	
Project Location (City, State)	Los Angeles, CA
Applicant Type (Tribal Nation, State, County, City, Nonprofit, Other)	City



Part 4: Please provide a project abstract

Enter additional project abstract information. Unless otherwise specified in the solicitation, this information includes:

- Brief description of the problem to be addressed and target area and population
- Project goals and objectives
- Brief statement of project strategy or overall program
- Description of any significant partnerships
- Anticipated outcomes and major deliverables

Text should be single spaced; do not exceed 400 words.

Project Abstract

The Los Angeles Police Department (LAPD) seeks to expand and institutionalize Operation LASER (Los Angeles' Strategic Extraction and Restoration program). LASER was created through BJA's Smart Policing Initiative and focuses on chronic hot spot locations and chronic offenders. LASER follows the Smart Policing model by making use of problem-solving techniques, evidence-based strategies, rigorous data analyses, and evaluation to determine what works and why.

Operation LASER will be expanded to include nine Divisions within the LAPD. The primary goal of LASER is to reduce violent crime and property crime in specific locations and among specific, chronic offenders.

Project Strategy. Each Division that participates in LASER will do the following:

1. Create a Crime Intelligence Detail (CID) to collect, analyze, and use data routinely for strategic and tactical purposes.
2. Focus on chronic offenders and chronic locations.
3. Direct its patrol officers and special units to work in specific areas every week to prevent and deter crime and criminal behavior.
4. Use technology (Palantir) to assist officers and detectives in identifying chronic offenders, finding license plates and vehicles, and in creating Chronic Offender Bulletins.
5. Work with the research partner on the evaluation of the project.

The Research Partner. Justice & Security Strategies, Inc. will serve as the research partner with the LAPD. Dr. Craig Uchida and his staff will continue to work with the Department by evaluating the strategies and tactics utilized in the field in the existing and expanded LAPD divisions.

Outcomes and deliverables. The LAPD and JSS will provide products about the implementation and impact of LASER for law enforcement agencies, policy makers, and researchers. Journal-quality articles will be written by JSS researchers.




Part 5: Please indicate whether OJP has permission to share the project abstract

If the applicant is willing for the Office of Justice Programs (OJP), in its discretion, to make the information in the project abstract above publicly available, please complete the consent section below. Please note, the applicant's decision whether to grant OJP permission to publicly release this information will not affect OJP's funding decisions. Also, if the application is not funded, granting permission will not guarantee that information will be shared, nor will it guarantee funding from any other source.

Permission not granted

Permission granted (Fill in authorized official consent below.)

On behalf of the applicant named above, I consent to the information in the project abstract above (including contact information) being made public, at the discretion of OJP consistent with applicable policies. I certify that I have the authority to provide this consent.

Authorized Official (AO) Consent	
Signature 	Date 7-22-14
AO Name	Ms. Maggie Goodrich
Title	Chief Information Officer
Organization Name	Los Angeles Police Department
Phone Number	(213) 486-0370
Email Address	maggie.goodrich@lapd.lacity.org

Note: This document is to be submitted as a separate attachment with a file name that contains the words "Project Abstract."



Budget Narrative

**Applicant: Los Angeles Police Department
Year 1**

Personnel

The Executive Project Director is Ms. Maggie Goodrich, Chief Information Officer for the LAPD. She will devote 5% of her time to this project. This is an in-kind contribution by the LAPD.

The Project Director, Captain Sean Malinowski, Ph.D. will devote 10% of his time to this project. This is an in-kind contribution by the LAPD.

Crime Analysts at RACR and LAPD Divisions will work with Dr. Uchida and JSS to assist with the on-going analysis and assessment. Their time will be in-kind contributions to the project.

Personnel costs are \$0.

Travel

For the Smart Policing Initiative two trips are required for three people to attend 2-day meetings. Meetings will be held in Washington, DC. For the trip to Washington, DC Airfare to Washington, DC is estimated at \$500 per person, hotel accommodations are \$200 per night, meals and incidentals are \$71 per day, parking at the airport is estimated at \$20 per day, and a rental car is estimated at \$75 per day.

Airfare = 2 trips X 3 persons X \$500 = \$3,000

Hotel = 2 trips X 2 nights X 3 persons X \$200 per night = \$2,400

MI&E = 2 trips X 3 days X 3 persons X \$71 per day = \$1,278

Parking at the airport = 2 trips X 3 days X 3 persons X \$20 per day = \$360

Rental car = 2 trips X 2 days X 1 rental car X \$75 per day = \$450

Total for travel for three persons to two meetings is estimated at \$7,488.

Equipment

LAPD will test and procure customizable applications that will “push information and data” to patrol officers in the field. These two systems will include critical, real-time GIS information to handheld and tablet devices used by officers. Current providers have provided preliminary quotes. One application for a field-based GIS will cost about \$50,000. A second application for a real-time filed based delivery system is estimated at \$50,000. Both estimates include software licenses.

Total Equipment = \$100,000

Supplies

Office Supplies: Paper, printer cartridges and toner are needed for the printers. Costs are estimated at \$325 per month for the 12-month project period.

Office Supplies = \$3,900

Computers for use by Crime Analysts: Fifteen (15) workstations for crime analysts at RACR and other Divisions are proposed for analytic purposes using Palantir and data from LAPD's data warehouse. Desktop computers, keyboards, monitors, and software are part of the workstations. Costs are \$1,500 per workstation.

15 workstations X \$1,500 = \$22,500

Five (5) all-in-one printers for use by the crime analysts at RACR and other Divisions are proposed at a cost of \$500 per printer

5 printers X \$500 = \$2,500

Forty, ruggedized hand-held computing devices (e.g., iPhones or Droids) for field officers are proposed at a cost of \$875 per device for use with the customizable application

40 Handheld Computers X \$875 each = \$35,000

Forty, ruggedized tablet computing devices (e.g., iPads, Samsung) for field officers are proposed at a cost of \$875 per device for use with the customizable application

40 Handheld Computers X \$875 each = \$35,000

Total Supplies = \$98,900

Consultant Contracts

The Los Angeles Police Department will enter into a sole source contract in the amount of \$129,660 with its research partner, Justice & Security Strategies, Inc. to serve as the evaluator and to provide technical assistance for the implementation of Operation LASER. A separate detail budget, budget narrative and justification for the sole source contract are attached.

Total Consultant Contracts = \$129,659

Other Costs

Monthly airtime service will be obtained for the forty tablet devices at a cost of \$55 per month for six months during year one.

40 devices x 12 months X \$55 per month each = \$26,400

Total Other Costs = \$26,400

Total Year One Budget = \$362,448

**Applicant: Los Angeles Police Department
Year 2 (three months)**

Personnel

The Executive Project Director is Ms. Maggie Goodrich, Chief Information Officer for the LAPD. She will devote 5% of her time to this project. This is an in-kind contribution by the LAPD.

The Project Director, Captain Sean Malinowski, Ph.D. will devote 10% of his time to this project. This is an in-kind contribution by the LAPD.

Crime Analysts at RACR and LAPD Divisions will work with Dr. Uchida and JSS to assist with the on-going analysis and assessment. Their time will be in-kind contributions to the project.

Personnel costs are \$0.

Travel

For the Smart Policing Initiative one trip is required for three people to attend 2-day meetings. Meetings will be held in Washington, DC. For the trip to Washington, DC Airfare to Washington, DC is estimated at \$500 per person, hotel accommodations are \$200 per night, meals and incidentals are \$71 per day, parking at the airport is estimated at \$20 per day, and a rental car is estimated at \$75 per day.

Airfare = 1 trip X 3 persons X \$500 = \$1,500

Hotel = 1 trip X 2 nights X 3 persons X \$200 per night = \$1,200

MI&E = 1 trip X 2 days X 3 persons X \$71 per day = \$426

Parking at the airport = 1 trip X 2 days X 3 persons X \$20 per day = \$150

Rental car = 1 trip X 2 days X 1 rental car X \$75 per day = \$120

Total for travel for three persons to one meeting is estimated at \$3,396.

Supplies

Office Supplies: Paper, printer cartridges and toner are needed for the printers. Costs are estimated at \$240 per month for the 3-month project.

Office Supplies = \$720

Consultant Contracts

The Los Angeles Police Department will enter into a sole source contract in the amount of \$26,837 for year 2 with its research partner, Justice & Security Strategies, Inc. to serve as the evaluator and to provide technical assistance for the implementation of Operation LASER. A separate detail budget, budget narrative and justification for the sole source contract are attached.

Total Consultant Contracts = \$26,837

Other Costs

Monthly airtime service will be obtained for the forty tablet devices at a cost of \$55 per month for twelve during year two.

40 devices x 3 months X \$55 per month each = \$6,600

Total Other Costs = \$6,600

Total Year Two Budget = \$37,552

Totals: \$362,448 (Y1) + \$37,552 (Y2) = \$400,000

Budget Detail Worksheet: Year 1

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel--List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position Full Time Salaries	Computation			Cost
	Annual Rate	Percentage of Time		
Executive Project Director, CIO Maggie Goodrich		5%	<i>Provided In-Kind by LAPD</i>	\$0.00
Project Director Captain Sean Malinowski, Ph.D.		10%	<i>Provided In-Kind by LAPD</i>	\$0.00
Crime and Intell Analyst II (Multiple Positions)		Varied	<i>Provided In-Kind by LAPD</i>	\$0.00
Part Time Salaries				
		0.0%	TOTAL	\$0.00

B. Fringe Benefits--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Fringe benefits will be provided in-kind by	\$0.00
TOTAL	\$0.00
Total Personnel & Fringe Benefits	\$0.00

C. Travel-- Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc. Show the basis of computation (e.g., six people 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost per trip/night	# of Trips or persons and/or days	Cost
SPI Conference	LA to DC	Airfare	(\$500 x 3 persons x 2 trips)	\$500.00	6	\$3,000.00
		Hotel	(\$200 x 3 persons x 2 trips x 2 nights)	\$200.00	12	\$2,400.00
		Meals	(\$71 x 3 persons x 2 trips x 3 days)	\$71.00	18	\$1,278.00
		Rental Car	(\$75 x 1 person x 2 trips x 3 days)	\$75.00	6	\$450.00
		Parking, cabs, tolls	(\$20 x 3 persons x 2 trips x 3 days)	\$20.00	18	\$360.00
		Subtotal				\$7,488.00
		Subtotal				\$0.00
		TOTAL				\$7,488.00

D. Equipment-- List non-expendable items that are to be purchased. (Note: Organization's own capitalization policy for classification of equipment should be used. Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Real-Time, Field-based GIS System	Estimate based on quote from current providers	\$50,000
Real-Time Field-Based Database Delivery System	Estimate based on quote from current providers	\$50,000
	TOTAL	\$100,000.00

E.-Supplies--List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Cost per month	# of months	Computation	Cost
Printer cartridges, paper, etc.	\$325.00	12		\$0.00
	Cost per device	# of Devices		\$3,900.00
Dedicated Desktop or Dockable Laptop Computers	\$1,500.00	15	15 computers at \$1,500 each	\$22,500.00
All-In-One Color Printers	\$500.00	5	5 printers at \$500 each	\$2,500.00
Hand-Held Devices for Palantir Mobile	\$875.00	40	40 ruggedized hand-held computing devices for officers at a cost of \$875	\$35,000.00
Hand-Held Tablets for push technology	\$875.00	40	40 ruggedized hand-held tablets for officers at a cost of \$875	\$35,000.00
TOTAL				\$98,900.00

G. Consultants/Contracts-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Computation	Cost
Contract to Justice & Security Strategies, Inc. for eval.		\$129,659
Subtotal		\$129,659
CONSULTANTS/ CONTRACTS TOTAL		\$129,659

H. Other Costs-- List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Aircard Service for Mobile, Real Time Devices	\$55.00 40 12	\$26,400.00
TOTAL		\$26,400.00

I. Indirect Cost--Indirect costs are allowed only if the applicant has Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
TOTAL		\$0.00

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Year 1 Amount	Year 2 Amount	Total
A. Personnel	\$0.00	\$ -	\$0.00
B. Fringe Benefits	\$0.00	\$ -	\$0.00
C. Travel	\$7,488.00	\$ 3,396.00	\$10,884.00
D. Equipment	\$100,000.00	\$ -	\$100,000.00
E. Supplies	\$98,900.00	\$ 720.00	\$99,620.00
F. Construction	\$0.00	\$ -	\$0.00
G. Consultants/Contracts	\$129,659.50	\$ 26,836.58	\$156,496.08
H. Other	\$26,400.00	\$ 6,600.00	\$33,000.00
Total Direct Costs	\$362,447.50	\$ 37,552.58	\$400,000.08
I. Indirect Costs	\$0.00	\$ -	\$0.00

TOTAL PROJECT COSTS

\$362,447.50 \$

37,552.58

\$400,000.08

Federal Request
Non-Federal Amount

\$0.00

NOTE: If a Non-Federal amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

Budget Detail Worksheet; Year 2

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel—List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position Full Time Salaries	Computation Annual Rate		Cost
Executive Project Director, CIO Maggie Goodrich	5%	<i>Provided In-Kind by LAPD</i>	\$0.00
Project Director Captain Sean Malinowski, Ph.D.	10%	<i>Provided In-Kind by LAPD</i>	\$0.00
Crime and Intell Analyst II (Multiple Positions)	Varied	<i>Provided In-Kind by LAPD</i>	\$0.00
		TOTAL	\$0.00

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Fringe benefits will be provided in-kind by	Rate	Cost
		\$0.00
		\$0.00
	TOTAL	\$0.00

Total Personnel & Fringe Benefits

\$0.00

C. Travel— Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc. Show the basis of computation (e.g., six people 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost per trip/night	# of Trips or persons and/or days	Cost
SPI Conference	LA to DC	Airfare	(\$500 x 3 persons x 1 trip)	\$500.00	3	\$1,500.00
		Hotel	(\$200 x 3 persons x 1 trip x 2 days)	\$200.00	6	\$1,200.00
		Meals	(\$71 x 3 persons x 1 trip x 2 days)	\$71.00	6	\$426.00
		Rental Car	(\$75 x 1 rental car x 1 trip x 2 days)	\$75.00	2	\$150.00
		Parking, cabs, tolls	(\$20 x 3 persons x 1 trip x 2 days)	\$20.00	6	\$120.00
		Subtotal				
TOTAL						\$3,396.00

D. Equipment— List non-expendable items that are to be purchased. (Note: Organization's own capitalization policy for classification of equipment should be used. Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
	TOTAL	\$0.00

E. Supplies—List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Cost per month	# of months	Computation	
Office supplies (paper, ink cartridges, etc.)	\$240.00	3		\$720.00
TOTAL				\$720.00

G. Consultants/Contracts-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Computation	Cost
Justice & Security Strategies, Inc.	See Attached budget	\$26,837
Subtotal		\$26,837
CONSULTANTS/ CONTRACTS TOTAL		

H. Other Costs-- List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Aircard Service for Mobile, Real Time Devices	\$55.00 40 3	\$6,600.00
		\$0.00
TOTAL		\$6,600.00

I. Indirect Cost--Indirect costs are allowed only if the applicant has Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
TOTAL		\$0.00

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$3,396.00
D. Equipment	\$0.00
E. Supplies	\$720.00
F. Construction	\$0.00
G. Consultants/Contracts	\$26,836.58
H. Other	\$6,600.00
Total Direct Costs	\$37,552.58
I. Indirect Costs	\$0.00
TOTAL PROJECT COSTS	\$37,552.58
Federal Request	
Non-Federal Amount	\$0.00

NOTE: If a Non-Federal amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

Smart Policing: Institutionalizing Operation LASER in The Los Angeles Police Department

**Information Technology Bureau
Los Angeles Police Department**

and

**Dr. Craig D. Uchida
Justice & Security Strategies, Inc.
July 2014**

Introduction

In 2011 the Los Angeles Police Department (LAPD or Department) began Operation LASER (Los Angeles' Strategic Extraction and Restoration Program) to combat gun-related crime in Newton Division. LASER focuses on chronic hot spot locations and chronic offenders. LASER follows the Smart Policing model by making use of problem-solving techniques, evidence-based strategies, rigorous data analyses, and evaluation to determine what works and why.

The key to the LASER model is the creation and use of a Crime Intelligence Detail (CID), made up of two patrol officers and a crime analyst. CID analyzes data and carefully determines the causes of crimes in chronic locations. The unit identifies chronic offenders -- including their characteristics and their crimes. CID provides information to patrol officers and detectives and asks them to monitor their activities and, if they are suspects in crimes, make arrests.

Fully implemented in Newton Division, the evaluation of LASER showed statistically significant decreases in gun-related crime, Part I violent crime, homicides, and robberies over a 16-month period (September 2011 to December 2012).

Based on the successes achieved in Newton, the LAPD seeks to institutionalize LASER in nine Divisions: Devonshire, Foothill, Hollenbeck, Newton (continuation), Pacific, Southwest, Topanga, Wilshire, and Air Support. In addition, as part of its emphasis on innovation, the Department seeks funds for technology that will assist officers on the street as they implement LASER.

Since 2008, the LAPD has engaged in a productive research partnership with Dr. Craig Uchida and Justice & Security Strategies, Inc. (JSS). Dr. Uchida has assisted the LAPD through predictive policing and Smart Policing grants. Dr. Uchida and his staff will continue to work with the Department by evaluating the strategies and tactics utilized in the field in the existing and expanded LAPD divisions.

Background

Los Angeles, California, is the second largest city in the United States with a population of nearly 3.8 million residents distributed over 472 square miles. The LAPD is the third largest police force in the US with 9,926 sworn and 2,851 civilian employees. Chief Charlie Beck oversees the Department that is divided into 21 separate patrol divisions and organized into four

bureaus. Importantly, the LAPD has become a laboratory for researchers, as Chief Beck and his staff have encouraged and promulgated the use of evidence-based practices throughout the Department.

The LAPD has experienced a decline in crime for 11 successive years (2003 to 2013), attributable in part to its use of Compstat, which relentlessly tracks crime and holds Captains accountable for crime reduction. The Department also engages in innovative practices, including predictive policing, the acquisition and use of new technologies, and since 2011, the Smart Policing Initiative (SPI).

Operation LASER: Findings and Common Elements

Operation LASER succeeded in Newton Division in a number of ways. Findings indicate that:

- Newton Division ended 2012 with an all-time low of 16 homicides – this was an impressive 56% decrease in homicides compared to 2011 and 59% decrease compared to 2010. (The trend continued in 2013 with 15 homicides and in 2014, eight homicides have occurred through mid-July).
- Overall violent crime dropped 19% in Newton (from 2011 to 2012).
- Newton ranked number one in violent crime reduction in the entire LAPD for 2012

The first 10 months of LASER (Sept 2011 to June 2012) showed significant and tangible reductions in:

- Gun-related crime (Part 1 and 2)
- Homicides
- Robberies
- Violent Crime (Part 1)

Key elements of the LASER model include five ingredients:

1. The creation of the Crime Intelligence Detail (CID) to collect, analyze, and use data routinely for strategic and tactical purposes
2. Newton Division command staff and patrol officers focused on:
 - Chronic offenders and
 - Chronic locations
3. Newton command staff directed its patrol officers and special units to work in specific areas every week to prevent and deter crime and criminal behavior
4. CID used technology (Palantir) to assist officers and detectives in identifying chronic offenders, finding license plates and vehicles, and in creating Chronic Offender Bulletins
5. The research partner, Justice & Security Strategies, monitored, evaluated and made real-time recommendations for improving LASER routinely (monthly)

Replicating Operation LASER

What does it take to replicate Operation LASER in other Divisions?

One of the key components of the LASER model was the creation of the Crime Intelligence Detail (CID). The unit includes two patrol officers and one crime/intelligence analyst who

gather information daily from patrol, foot, bike and gang officers, and detectives. CID looks at field interview cards (FIs), and incident and arrest reports to find active, potential suspects who are working in Newton. If they find a 'person of interest' from these reports they will dig deeper into their background by looking at criminal histories, probation and parole records, and other databases. If the person fits the criteria for the violent offender list, CID will create a Chronic Offender Bulletin.

The Chronic Offender Bulletin contains pertinent information on each individual, such as description, physical idiosyncrasies (tattoos), gang affiliation, prior crimes committed, parole or probation status, and locations of where the individual was stopped in or near Newton Division. The Chronic Offender Bulletins are disseminated to the officers and detectives via an internal computer drive (M-Drive) that is utilized by sworn personnel only. Officers are also given briefings about the Chronic Offender Bulletins at roll call.

Chronic Locations

LASER also focuses on chronic locations or hot spot corridors. Researchers at JSS, crime analysts at RACR Division, and CID analyzed seven years of data (2006-2012) on gun-related crime. Any Part I or Part II crime and arrest that involved a firearm were included in the analysis: drive-by shootings, shots fired, robberies, aggravated assaults, homicides, gang-related crime (with a firearm), drug offenses with a gun, vandalism with a gun, etc. For calls for service the analysts flagged calls for crimes as well as 'incident code descriptions' that included 'shot' or 'gun' in the text fields.¹ Using ArcView, analysts created hotspot/density maps for each year that were then layered and animated. Further analyses were done on the locations to determine the types of crimes, suspects, and victims. In Newton five specific corridors of gun-related crimes were identified for interventions by patrol and other units (see map below).

Directed Patrols

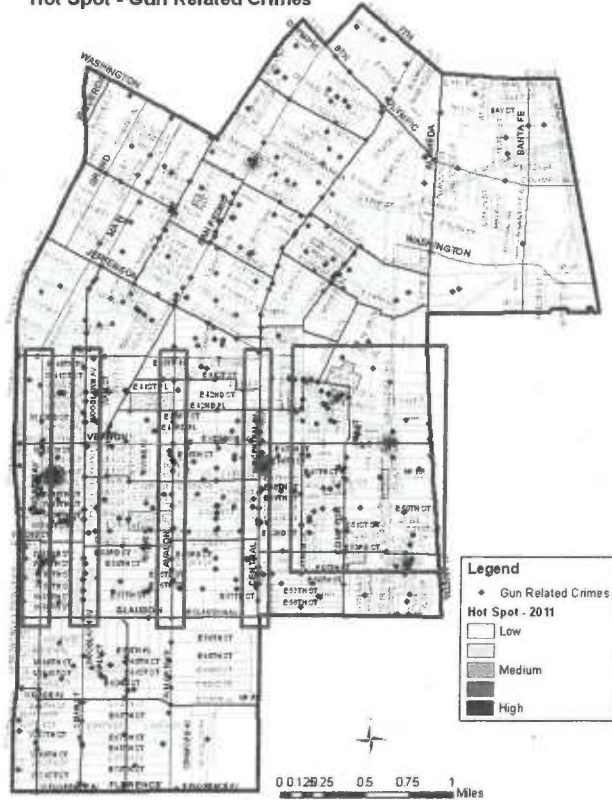
At Newton, command staff made use of existing resources to intervene in the hot spot corridors and with the chronic offenders. Because of financial constraints, overtime is used sparingly. As a result, the Newton Division Captains created weekly 'missions' where patrol officers and bike and foot patrols were directed to the hot spot corridors during their respective schedules.

Within these corridors the following interventions took place:

1. Directed patrols. Patrol officers are given 'missions' to work the areas, watching for criminal activity at specific times and in specific locations. Officers also wrote FIs and citations.
2. Bike officer and foot beat 'missions' in the hotspot corridors.
3. Use of closed circuit television (CCTV) cameras in key locations. Video surveillance in the Central Avenue corridor began in March 2012.

¹ To insure that crime analysts could replicate the analysis, protocols were developed by the RACR intelligence analysts.

**Newton Area - 2011
Gun Related Crimes
Hot Spot - Gun Related Crimes**



Using New Technology

Newton Division's CID became the first area station in the Department to use Palantir as a tool for analysis and investigations. The Palantir platform enables Newton CID and other crime analysts, officers, and detectives to search LAPD's data in a single place and discover associations and connections between internal and external sources. Data sources include crime incidents, arrests, field interviews, calls for service, license plate readers, vehicle recovery, and citizen tips. CID now generates Chronic Offender Bulletins using the platform. When LASER first began it took the CID unit about an hour to generate a bulletin; using Palantir, the process now takes about five minutes. Additionally, Palantir allows CID to search for license plates when they may only have three numbers or letters. It creates visual work-ups of criminal networks, puts crime incidents on maps, and allows crime analysts and detectives to find suspects, vehicles and locations quickly and easily. The use of this technology has increased the ability of officers and detectives to make arrests and close cases more quickly and efficiently than before.

Evaluation

Justice & Security Strategies conducted the evaluation of LASER and assisted in the problem solving process at Newton.

For the evaluation, JSS researchers used an Interrupted Time Series with Non-Equivalent Control Groups design. JSS measured the impact of Operation LASER on several types of crime incidents: Total Part I Crimes, Part I Violent Crimes, Part I Property Crimes, Part I Gun-Related Crimes, Homicide, Robbery, Burglary, and Motor Vehicle Theft. JSS found:

- While LAPD and Newton Division experienced decreases in crime prior to Operation LASER, the interventions in Newton further decreased Part I Violent Crimes by an additional 5.393 crimes per month.
- Statistically significant decreases occurred in Homicide and Robbery after Operation LASER began:
 - Homicides decreased by an additional 22.59 percent per month in Newton after Operation LASER began.
 - Robbery decreased by an additional 0.218 robberies per month in Newton after Operation LASER was implemented.
- While the decrease in Part I Gun-Related crime in Newton did not reach statistical significance at the .05 level (but was significant at the .10 level), the trend is promising and if it continues, it is likely that Operation LASER will successfully decrease Part I Gun-Related crime.
- As expected, Operation LASER had no effect on Total Part I Crime, Part I Property Crime, Burglary, and Motor Vehicle Theft
- Based on comparisons with the entire city, similar decreases were not observed in 18 other divisions.

Expanding and Institutionalizing Operation LASER

Because of the success of LASER, the Department seeks to sustain efforts in Newton, and to expand and institutionalize the model to other Divisions, using the same methodology and similar evaluation techniques described above.

Criteria for Expansion

To expand LASER a set of criteria was established to determine which Divisions were viable candidates. These criteria included need, representativeness, willingness to participate, and evaluability. They are described below.

1. Need: Do significant problems of violent and/or property crimes exist in the Division?
2. Representativeness: At least one Division from each of the four bureaus must be represented.
3. Participation: Is the Division Captain willing to replicate the LASER model? Is the Captain open to creating a CID and then using data to drive decision-making?
4. Evaluability: Can the interventions be appropriately measured? Are there interventions already occurring that may confound the effects of LASER? Divisions with existing programs that overlap with LASER should be carefully considered and perhaps, avoided.

The following Divisions agreed to participate: Devonshire, Foothill, and Topanga (Valley Bureau), Newton and Hollenbeck (Central Bureau), Southwest (South Bureau), Pacific and Wilshire (West Bureau), and Air Support Division.²

New and Innovative Technologies

The use of advanced, innovative technologies is an important facet of implementing LASER in the Department. Funding is requested to support technologies that will allow officers in the field to access information readily from CID and Palantir. Both forms of technology make use of PDAs and tablets. The Department is particularly interested in determining whether and how officers use the technology and the value of the technology in providing real-time information about chronic location-based hotspots and chronic offenders.

Mobile Technology

To identify chronic offenders and chronic locations on a real-time basis, 'push' technology is becoming available on iPhones, Droids, and tablets. Push technology provides real-time intelligence and information to officers using hand-held units. The software 'pulls' data from LAPD sources and 'pushes' location-based information to the officer based on their GPS location. As an officer drives, walks, or bikes through neighborhoods, the phone or tablet transmits its GPS location and receives information that displays hot spots, chronic offender addresses, and other relevant data within a specified proximity of the current location.

The devices also track where the officer has been and the amount of time spent in the area (dosage) that can be used for evaluation of LASER by JSS. Software from vendors will be considered for this application. The Department has questions about the speed and value of the information, costs of devices, programming, and airtime, and whether the application will work as intended.

Palantir in the Field

Palantir is developing a mobile device that can be used in the field by supervisors and patrol officers in real time. The idea is to provide information to officers about persons, places, and plates, and thereby improve situational awareness. Palantir *Mobile* will be linked to Palantir workstations at RACR and LASER Divisions to closely coordinate activities and communicate with field units equipped with Palantir *Mobile* devices.

Specific information about chronic locations, geo-tagged images, video, and text can be shared between users' mobile devices and Palantir workstations. Palantir *Mobile* also provides the following:

- Tracking of Palantir Mobile users from the field;
- Visualized data that are geo-tagged in Palantir on a mobile device on top of cached maps;

² Air Support Division is comprised of 19 airships (helicopters), pilots, flight officers, and staff that provide coverage across the city 24 hours seven days a week. Two airships are in the air at all times. For LASER, Air Support has focused on hot spot corridors in Newton. A sergeant has been assigned to provide missions for helicopter pilots, to keep track of dosage (minutes spent in the areas), and crime.

- Access to all of the LAPD/Palantir data that a user is authorized to see from the mobile device; and
- Streaming real-time data on Chronic Offenders and other intelligence to mobile devices and MDCs.

Palantir *Mobile* is designed to push specific information to the officer based on his/her request. For example, if a vehicle is stopped, the officer can request data (via text, email or phone) about the vehicle, the driver, passengers in the car, or other information. Analysts at Palantir workstations conduct a query and push the information back to the officer via text or email. This information theoretically gives the officer a fuller picture of the situation in a more efficient manner than through dispatch. The Department has questions about the efficiency of this arrangement, e.g., how long does it take for information to be pushed out? What is the value of the information to officers (are they getting what they want)? What are the costs of devices, programming, and airtime? Does the application work as intended?

Evaluation and Research Partner: Justice & Security Strategies, Inc. (JSS)

Dr. Craig D. Uchida and his staff at Justice & Security Strategies, Inc. (JSS) will continue their work as evaluator and Research Partner for Smart Policing.

The evaluation will include documentation of the implementation of LASER in multiple Divisions as well as determining the impact of LASER on crime reduction. A series of research questions regarding implementation and impact are asked:

Implementation or process evaluation questions:

1. Did interventions occur?
2. What was the dosage of those interventions?
3. Did patrol, bike, gang, and other officers follow their missions and work in designated areas?
4. Did they read and make use of the Chronic Offender Bulletins that were distributed via the intranet and 'push' technology?
5. Did the new technology assist officers in the field? Why or why not?

Impact or outcome evaluation questions:

1. What are the effects of the police intervention efforts on crime reduction?
2. Did violent and property crimes decrease? Were there fewer victims of crime?
3. How do hotspots in the LASER Divisions compare to other areas in the city before, during, and after the interventions?
4. What are the effects of using new technology to deal with violent and property crime? Do they improve efficiency? Do they improve investigations?

Research Design

While the strongest research designs are randomized experiments, these experiments are not always possible in many applied settings. Quasi-experimental designs can provide substantial protection against faulty conclusions by allowing researchers to rule out many possible alternative explanations for observed intervention effects. One of the strongest quasi-experimental designs is the Interrupted Time Series design. The Interrupted Time Series design requires a specific time period for the intervention to be implemented and a series of observations over a period of time before the intervention and after the intervention.

The Interrupted Time Series design allows us to determine whether the interventions in the LASER Divisions had an effect on crime while carefully considering that crime may have decreased prior to the interventions. Because we have multiple observations before and after LASER was put into effect, we can effectively control for the previously existing downward trend in crime and determine if LASER “accelerated” the decrease in crime.

Organizational Capacity

The Los Angeles Police Department

Ms. Maggie Goodrich will serve as Executive Project Director and devote 5% of her time to the project, which will be an in-kind contribution by the LAPD. Ms. Goodrich is the Chief Information Officer for the LAPD. She oversees the Information Technology Bureau that includes grants and contracts and information technology services.

Ms. Goodrich earned her law degree at the University of California, Hastings College of Law and her Bachelor’s degree at Chapman University. She is the former Policy Director for the Deputy Mayor of Homeland Security and Public Safety in Los Angeles and in the private sector managed and implemented eCommerce solutions for two companies.

Captain Sean Malinowski, Ph.D. will be the Project Director and oversee the implementation of technology, including software and appropriate hardware. He will devote 10% of his time to this project, which will be an in-kind contribution from the LAPD.

Capt. Malinowski is the commanding officer at Foothill Division and has served in the LAPD for 20 years serving as a patrol officer, patrol sergeant and then serving in the Office of the Chief. As Assistant Commander of the Real-time Analysis and Critical Response Division, Capt. Malinowski conducted a thorough needs assessment and developed a detailed strategic plan for the transition of RACR from Special Operations Bureau to Detective Bureau. He spearheaded several major technology funding initiatives to support the Crime Center. Capt. Malinowski received his doctorate in Public Administration from the University of Illinois at Chicago in 2003.

Research Partner: Justice & Security Strategies, Inc.

Dr. Craig D. Uchida will serve as the Research Project Director. He and his staff at Justice & Security Strategies, Inc. (JSS) will be responsible for the evaluation and in assisting the LAPD

by working with CID, crime analysis units and police officers on research methods. Dr. Uchida will be Principal Investigator for the project.

Under Phase I of the SPI grant, JSS worked closely with the LAPD to develop Operation LASER, assisted with the implementation of the SARA model and overall plan, and conducted the evaluation of LASER. This subcontract will allow JSS to continue to work with the LAPD on the next phases -- testing and evaluating an integrated problem solving routine in other Divisions.

Experience and Competence of the Research Team

Dr. Craig D. Uchida is a criminologist who has conducted field research throughout the country (drug enforcement, use of force, community policing, search warrants, problems in schools and gangs), published refereed journal articles, edited two books, managed and administered major grant programs in the US Department of Justice, and currently leads and directs a national criminal justice consulting firm. Dr. Uchida has extensive experience using quasi- and experimental designs, having conducted multi-site studies across the country.

Other JSS staff will include Ms. Shellie Solomon and Dr. Marc Swatt. Ms. Solomon has extensive expertise in GIS and spatial analytics and Dr. Swatt is a statistician with wide-ranging skills in advanced statistics, including time series, hierarchical linear models, and using predictive analytics.

Project Time Period

The expansion, implementation, and evaluation of Operation LASER will take 15 months, with a start date of October 1, 2014 and end date of December 31, 2015.