

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: July 26, 2017

CAO File No. 0220-03231-0055

Council File No. 14-1730

Council District: --

To: The Council

From: Richard H. Llewellyn, Interim City Administrative Officer

Reference: Board of Police Commissioners Transmittal dated February 28, 2017; referred for report May 10, 2017; and, supplemental information received May 25, 2017

Subject: **COMMUNITY ORIENTED POLICING SERVICES 2014 COMMUNITY POLICING DEVELOPMENT GRANT**

RECOMMENDATIONS

1. That the Council:

- a. Authorize the Chief of Police, or his designee, to negotiate and execute a contract with Dr. Howard P. Greenwald, a research partner for the 2014 Community Policing Development grant, for total compensation not to exceed \$3,700 and a term starting on the date of execution to September 30, 2017, subject to the approval of the City Attorney as to form.
- b. Authorize the LAPD to prepare Controller's instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

SUMMARY

The Los Angeles Police Department (LAPD) requests authority to execute a contract (Attachment) with Dr. Howard P. Greenwald of the University of Southern California to evaluate the responsivity tool that the LAPD created to match participants to the Leveraging Innovative Solutions to Enhance Neighborhoods (LISTEN) program which is piloting an alternative mediation approach to the LAPD's police bias complaints involving communities of color. The United States Department of Justice, Community Oriented Policing Services Office (COPS) has approved Dr. Greenwald as a grant partner in its award to the City for the 2014 COPS, Community Policing Development grant. Additional detail on the COPS grant and LISTEN program may be found in the report from the Los Angeles Police Commission (C.F. 14-1730).

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report will have no impact on the General Fund. The grant is in compliance with the City's Financial Policies in that one-time revenue is used for one-time expenses.

RHL:TJM:04180008

Attachment

SUBRECIPIENT AGREEMENT

Subrecipient: Dr. Howard Greenwald

**Project: Leveraging Innovative Solutions to Enhance
Neighborhoods' (LISTEN) Responsivity Tool
Evaluation**

**Grant: 2014 COPS Community Policing Development
CF# 14-1730**

Said Agreement is Number _____ of City Contracts

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Exhibits

Exhibit A	Indemnification and Insurance Requirements
Exhibit B	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit C	Certification Regarding Lobbying
Exhibit D	Certification Regarding Drug Free Workplace Requirements

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
DR. HOWARD GREENWALD

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 the Los Angeles Police Department ("LAPD" or "Department"), and Dr. Howard Greenwald, an individual ("Subrecipient" or "Subgrantee").

RECITALS

WHEREAS, the United States Department of Justice ("DOJ"), through the Community Oriented Policing Services Office, has provided a federal grant totaling \$100,000 to the City of Los Angeles over the course of two years, and have been accepted by the Los Angeles City Council on or about August 19, 2015; and

WHEREAS, through this grant the Los Angeles Police Department (LAPD), in partnership with the Los Angeles City Attorney's Office (LACA) and the University of Southern California (USC), is piloting a "smart" mediation approach to police bias complaints involving community of color known as the LISTEN Program (Leveraging Innovative Solutions to Enhance Neighborhoods); and

WHEREAS, to meet program goals, LAPD developed a responsivity tool to match participants and mediators to increase the potential success of a mediation session; and

WHEREAS, to evaluate the responsivity tool to ensure it is based on acceptable procedural justice and responsivity principles and provide suggestions on efficiency, accuracy, and any other areas of consideration that may affect the outcome of a mediation session, the City now wishes to enter into this Agreement with the Subrecipient and the Subrecipient is desirous of executing this Agreement.

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 of Los Angeles, a municipal corporation, having its principal office at 100 West First Street, Los Angeles, California 90012; and
- B. The Subrecipient, known as Dr. Howard P. Greenwald, an individual, located at University of Southern California, 650 Childs Way, Los Angeles, CA 90089-0656

§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 shall be, unless otherwise stated in the Agreement:

Charlie Beck
Chief of Police
Los Angeles Police Department
100 West First Street
Los Angeles, CA 90012

with a copy to:

Rhiannon Talley, Sergeant II
Biased Policing Mediation Coordinator
Professional Standards Bureau
Los Angeles Police Department
304 South Broadway.
Los Angeles, CA 90013
Office: (213) 473-3866
E-mail: 36515@lapd.lacity.org

- 2. The representative of the Subrecipient shall be:

Dr. Howard P. Greenwald
Sol Price School of Public Policy
University of Southern California
650 Childs Way

Los Angeles, CA 90089-0656
Office: (213) 268-4238
Email: greenwa@usc.edu

- 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

The Subrecipient is acting hereunder as an independent party and not as an agent or employee of the City. No employee of the Subrecipient has been, is, or shall be an employee of the City by virtue of this Agreement, and the 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:

- A. Proof of insurance as required by the City in accordance with §413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification 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. Certification and Disclosure 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 of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §420 of this Agreement.

- E. Certification Regarding Drug Free Workplace Requirements in accordance with §415.A.13, attached hereto as Exhibit D and made a part hereof.

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence upon execution by all parties to the Agreement and end on September 30, 2017. Subrecipient shall cooperate with City and Grantor with any necessary close-out activities in connection with its use of Grant funds. 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

Subrecipient and the City are participating parties to evaluate the LISTEN Program. As part of its participation in evaluating the LISTEN Program, Subrecipient is receiving certain Grant funds. This Agreement establishes Subrecipient's as a participating party in evaluating the LISTEN Program.

A. Subrecipient Responsibilities

The Subrecipient will evaluate the responsivity tool to make sure it is based on acceptable procedural justice and responsivity principles and provide suggestions on efficiency, accuracy, and any other areas of consideration that may affect the outcome of a mediation session. The subrecipient would ensure the tool is scientifically accurate.

- B. Subrecipient's allocation and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance and requirements set forth in the following documents: (1) The most recent edition of the Office of Justice Programs (OJP) Financial Guide, (2) OJP Procurement Procedures Guide, (3) Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation, (4) Department of Justice Grants Management Common Rule as codified in Title 28 Code of Federal Regulations (CFR) Part 66, (5) Current edition of the CalEMA Recipient Handbook, and (6) this Agreement. Subrecipient shall use funds under this Grant to support the goals and objectives included in the JAG 11 program as well as the activities, objectives and goals identified in this Agreement and the Grant application as approved by the CalEMA.

III.

PAYMENT

§301. Compensation and Method of Payment

- A. The City shall disburse to the Subrecipient, as consideration for the services to be provided by Subrecipient as set forth in this Agreement, its allocated Grant amount not to exceed Three Thousand Seven Hundred Dollars (\$3,700). The foregoing Fee represents the total compensation to be paid by City to Subrecipient for all services to be performed by Subrecipient as set forth in this Agreement.
- B. Subrecipient warrants 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.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles, subtitles, or headings appearing 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" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified 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 § 602.

§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 and contractors/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 further 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/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 Subrecipient's contract with the City.

- 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

The 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 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, the 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, the 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

All bonds which may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance 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 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 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 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. 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 mandatory 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.

§414. Conflict of Interest

- A. The 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. No members of the Board of Directors may be employed by the Subrecipient if this Subrecipient is a corporation.
 - 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 subagreement, (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 "Subrecipient" and "sub-subcontractor" for "Subcontractor".

§415. Compliance with State and Federal Statutes and Regulations

The Subrecipient, in performance of this Agreement, warrants and certifies that it shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Subrecipient understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Subrecipient to City of any unlawful expenditures. Subrecipient further warrants and certifies that it shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, 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 U.S.C. 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 such Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act 42 U.S.C. §§ 12101 et seq., and its implementing regulations. 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 Americans with Disabilities Act. 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 subcontract entered into by the Subrecipient, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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, either directly or indirectly, in support of enactment, repeal, modification or adoption of any law, 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.

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.

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

At any time during normal business hours and as often as the City, the Federal government, the General Accounting Office, the U.S. Comptroller General, the State of California and the Auditor General of the State of California 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 the City, the Federal government, the General Accounting Office, the U.S. Comptroller General, the State of California and the Auditor General of the State of California, through any authorized representative, access to, and the right examine, audit and make excerpts or transcripts of, all paper or electronic records, books or documents related to 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 relating to all matters covered by this Agreement.

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 the 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 will establish a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives.

7. Subcontracts and Procurement

Subrecipient shall comply with Federal, State 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. The Subrecipient shall submit all subcontract agreements to the City for review prior to the release of any funds to the subcontractor. The 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

Subrecipient shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements 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 C.F.R. 900, Subpart F).

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), and 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).

Subrecipient shall comply with the Federal Fair Labor Standards Act (29 U.S.C. § 201) regarding wages and hours of employment.

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 nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), 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 Federal Regulations (CFR), Part 42, Subparts C, D, E & 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 statute(s) which may apply to the application; and (m) 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 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,

sex, or disability against Subrecipient, Subrecipient will promptly forward a copy of the finding to the City.

10. Environmental

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 (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.

Subrecipient shall comply with, and provide any information requested by Grantor and the City 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 Order (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 §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. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. 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.

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.

Subrecipient shall comply 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.

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.

Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the City, CalEMA and the Federal Grantor agency 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.

By signing this Agreement, Subrecipient warrants that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and is not impacting the environment negatively.

Subrecipient shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient shall comply, if applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Subrecipient shall assist the City and the Grantor 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 will assist CalEMA 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 EO12549 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 of Drug-Free Workplace Requirements, attached hereto as Exhibit D, and incorporated herein by reference.

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 USC 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).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of Federal and State 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:

1. Title 28 CFR Parts 66 and 70; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) current edition of *Financial Guide*; OJP *Procurement Procedures Guide*; Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; current edition of the CalEMA Recipient Handbook.
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) 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).
3. 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; Federal laws or regulations applicable to federal Assistance Programs; 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; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. All confidentiality requirements of 42 U.S.C. §3789g and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or information. Subrecipient shall submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, §22.23.
13. Subrecipient acknowledges and agrees that all of its programs funded by this Grant must conform to the Grant program requirements as stated in the CalEMA and DOJ program guidance.
14. Subrecipient understands and agrees that it cannot use the Grant 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 the Grantor.
15. Subrecipient agrees to comply with any additional requirements that may be imposed during the Grant performance period if the Grantor determines that the Subrecipient is a "high-risk" grantee.
16. Subrecipient acknowledges and understands that, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Grantor encourages the Subrecipient to adopt and enforce policies banning its 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.
17. Subrecipient shall comply, and shall assist the City in complying with, the applicable provisions of the Federal Funding Accountability and Transparency Act of 2006, which are posted in the OJP website at: www.ojp.gov/funding/ffata.htm.

C. Travel Expenses

Travel expense shall not be reimbursed by this Grant under this Agreement.

D. 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. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S.C., 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. §200 et seq. (P. L. 95-517, P. 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 EO 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by EO 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, to contractually require its personnel to be bound by the Policy, and to consult with Grantor regarding allocation of patent rights that arise from, or are purchased with, Grant funds.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this

Agreement, when copyrightable material ("Material") is developed as part of a project funded under this Agreement, the author, the City or Grantor, at Grantor's discretion, may copyright the Material. If the Grantor declines to copyright the Material, the Grantor and the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, publish, or otherwise use, and authorize others to use, for all government purposes: (a) any Material so developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant funds.

2. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under any project funded under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so, as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §§401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient shall require all its contractors and subcontractors to comply with the obligations of this section by incorporating the terms of this section into all contracts and 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 (30) 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

This section is not applicable to this contract, and is intentionally left blank.

§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. City Evaluation of Subrecipient's Performance

City shall conduct an evaluation of 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. City 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.

§438. 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 the Grant;
3. Provisions which describe remedies for breach;
4. Provisions which describe applicable 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.

§439. 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.

§440. 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.

§441. 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 Contractor fail for any reason to comply with the contractual obligations of this Agreement, the City reserves the right to take any or all of the following actions at its sole discretion:

- A. Notify Contractor of performance deficiencies in accordance with §502 of this Agreement;
- B. Withhold the release of funds;
- C. Require that no funds be advanced to Contractor until Contractor 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 Contractor 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 for services not performed and/or services performed in non-compliance with this Agreement; and
- 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 The 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 or 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 forty-six (46) pages and four (4) Exhibits, which constitute the entire understanding and agreement of the parties.

[Signature page follows.]

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

THE CITY OF LOS ANGELES

HOWARD GREENWALD
An Individual

By: _____
CHARLIE BECK
Chief of Police

By: _____
Howard Greenwald
An Individual

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: _____
STEVEN HONG
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number _____

Internal Revenue Service ID Number: On file with Department

Said Agreement is Number _____ of City Contracts

EXHIBIT A

Indemnification and Insurance Requirements

EXHIBIT B

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

EXHIBIT C

Certification Regarding Lobbying

EXHIBIT D

Certification Regarding Drug Free Workplace Requirements
