

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: January 26, 2018

CAO File No. 0130-01926-0008

Council File No. 17-1438

Council District: --

To: The Mayor and Council

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer

Reference: Board of Police Commissioners Transmittal dated December 20, 2017

Subject: **2017-18 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT**

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### RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the Chief of Police, or designee, to:
  - a. Accept the award of the FY 2017-18 Selective Traffic Enforcement Program (STEP) from the California Office of Traffic Safety in the amount of \$5,139,000 for the period of October 1, 2017 through September 30, 2018;
  - b. Execute the 2017-18 STEP Grant Agreement on behalf of the City and submit the necessary agreements and documents relative to the grant award, subject to the approval of the City Attorney as to form;
  - c. Execute a Professional Services Agreement with two selected vendors for a term of twelve months within the applicable grant performance period, for a sum not to exceed \$25,000, for the provision of phlebotomist services, subject to the approval of the City Attorney as to form;
2. Authorize the Los Angeles Police Department (LAPD) to:
  - a. Spend up to the grant amount of \$5,139,000 in accordance with the grant award agreement;
  - b. Submit grant reimbursement requests to the grantor and deposit grant receipts in the Police Department Grant Trust Fund No. 339, Department 70;
  - c. Prepare the Controller's instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions;

3. Authorize the Controller to:

- a. Establish a grant receivable and appropriate \$5,139,000 to appropriation account, account number to be determined, within Fund No. 339, Department No. 70, for the disbursement of the FY 2017-18 STEP Grant funds; and,
- b. Increase appropriations on an as-needed basis from the FY 2017-18 STEP Grant, account number to be determined, Fund No. 339, Department No. 70, to Fund No. 100, Department No. 70, account number and amounts as follows:

Account No. 001092	Overtime Sworn	\$	4,609,000
Account No. 001090	Overtime Civilian	\$	160,742

**SUMMARY**

The Los Angeles Police Department (LAPD) is seeking retroactive approval to apply for and accept a \$5,139,000 grant award for the 2017-18 Selective Traffic Enforcement Program (STEP) and to execute a grant award agreement between the City and the State of California, Office of Traffic Safety (OTS) for the period October 1, 2017 through September 30, 2018. Grant funds will provide support for the implementation of the STEP to address traffic safety issues. There are no matching funds required.

**BACKGROUND**

In 2016, the Los Angeles Police Department (LAPD) reported that 260 deaths and 23,426 personal injuries occurred due to traffic-related collisions in the City. The primary goal of the Selective Traffic Enforcement Program (STEP) is to utilize enforcement and innovative strategies to reduce the number of fatalities and injuries in traffic collisions.

The FY 2017-18 STEP Grant will be managed and coordinated through the Traffic Coordination Section, Emergency Operations Division, which will use overtime to deploy officers in an effort to reduce the number of people killed and injured in traffic collisions through enforcement. The State of California, Office of Traffic Safety (OTS) awarded LAPD \$5.139 million in grant funds to focus on Driving Under the Influence (DUI), distracted driving, motorcycle safety and primary collision factor (speed, bicycle, pedestrian, and right-of-way violations) enforcement.



Under the grant agreement, OTS will reimburse the City for expenses incurred as follows:

Sworn Overtime	\$ 4,609,000
Civilian Overtime	160,742
In-State Travel	12,000
Out-of-State Travel	10,000
DUI Trailer	32,000
Sign Trailer with Radar	72,000
3D Laser Scanning Software	24,650
DUI Checkpoint Supplies*	193,608
Contractual Services	25,000
<b>Total</b>	<b>\$ 5,139,000</b>

\*Includes Preliminary Alcohol Screening devices, desktop computer, computer monitor, laptop computer, Light Detection and Ranging (LIDAR) devices, software training, and food for alcohol wet labs.

A Personal Services agreement will be executed with two vendors, Phlebotomy To Go and Phlebotomy Services International, to provide phlebotomist services at sobriety checkpoints, Attachment 1. The aggregate sum for these services is not to exceed \$25,000.

#### **FISCAL IMPACT STATEMENT**

Approval of the recommendations within this report will allow for the expenditure of the 2017-18 Selective Traffic Enforcement Grant award totaling \$5,139,000. There is no impact to the General Fund as a result of these recommendations. These actions are in compliance with the City's Financial Policies, whereas one-time grant funding will be used for one-time program expenditures. There are no matching funds required.

RHL:BYO:04180069

#### **Attachments**

- 1 – LAPD Board of Police Commissioners' Report, BPC#17-0447
- 2 – Professional Services Agreement (Phlebotomy To Go) - Draft Template

# LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

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EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

December 20, 2017

BPC #17-0447

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

The Honorable City Council  
City of Los Angeles, Room 395  
c/o City Clerk's Office

Dear Honorable Members:

RE: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE FISCAL  
YEAR 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT

At the regular meeting of the Board of Police Commissioners held Tuesday, November 14, 2017, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval. It has just come to my attention that this item was not transmitted in a timely manner and I ask that you please process forthwith.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in cursive script that reads "Maria Silva".

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

Attachment 1  
17-0447  
20

November 8, 2017  
14.3

NOV 09 2017

REVIEWED

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

*Richard M. Tesank* 11/8/17  
RICHARD M. TESANK  
EXECUTIVE DIRECTOR  
DATE

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE  
FISCAL YEAR 2017-2018 SELECTIVE TRAFFIC ENFORCEMENT  
PROGRAM GRANT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached grant application and award, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst, and to the City Clerk for Committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police or his designee to retroactively apply for and ACCEPT the Fiscal Year (FY) 2017-2018 Selective Traffic Enforcement Program (STEP) grant award from the California Office of Traffic Safety (OTS) in the amount of \$5,139,000 for the period of October 1, 2017, through September 30, 2018;
  - B. AUTHORIZE the Chief of Police or his designee to execute the Grant Agreement on behalf of the City and submit the necessary documents relative to the grant award, subject to the approval of the City Attorney as to form and legality;
  - C. AUTHORIZE the Chief of Police or designee to execute a Professional Services Agreement with two selected vendors for a term of twelve months within the applicable grant performance period, for a sum not to exceed \$25,000, for the provision of phlebotomist services, subject to the approval of the City Attorney as to form and legality;
  - D. AUTHORIZE the LAPD to spend up to the grant amount of \$5,139,000 in accordance with the grant award agreement;
  - E. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit grant receipts into Fund No. 339, Department No. 70;

The Honorable Board of Police Commissioners

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- F. AUTHORIZE the Controller to set up a grant receivable and appropriate \$5,139,000 to appropriation account, account number to be determined, within Fund No. 339, Department No. 70, for the disbursement of the FY 2017-2018 STEP Grant funds;
- H. AUTHORIZE the Controller to increase appropriations as needed from the FY 2017-2018 STEP Grant, account number to be determined, Fund No. 339, Department No. 70, to Fund No. 100, Department No. 70, account number and amounts as follows:
- Account No. 001092, Overtime Sworn, \$ 4,609,000  
Account No. 001090, Overtime Civilian, \$ 160,742
- I. AUTHORIZE the LAPD to prepare the Controller's instructions for any technical adjustments, subject to the approval of the CAO, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

## DISCUSSION

In 2016, 260 people were killed and 23,426 injured in traffic collisions in the City. The FY 2017-2018 STEP Grant will be managed and coordinated through the Traffic Coordination Section, Emergency Operations Division, which will use overtime to deploy officers through innovative strategies to reduce persons killed and injured in traffic collisions through enforcement. The OTS awarded the Department \$5.139 million in grant funds to focus on DUI, distracted driving, motorcycle safety and primary collision factor (speed, bicycle, pedestrian and right of way violations) enforcement.

The grant funds will primarily be used for sworn and civilian overtime, contractual services, DUI checkpoint supplies and travel for training. Funding in the amount of \$4.769 million will be used for overtime for the following activities:

- DUI/Driver's License Checkpoints,
- DUI Saturation Patrols,
- Distracted Driver Enforcement Details,
- Traffic Safety, Bicycle Safety, and Pedestrian Safety presentations/courses,
- Pedestrian and Bicycle Safety Details,
- Primary Collision Factor Enforcement Details, and
- Motorcycle Safety Details.

Grant funding in the amount of \$12,000 will be used for in-state travel, along with \$10,000 for out-of-state travel for training purposes. The grant will also fund \$32,000 to purchase a DUI trailer; \$72,000 for a changeable message sign trailer with radar; and \$24,650 for 3D laser scanning software. In addition, \$193,608 will be used for DUI checkpoint supplies; Preliminary Alcohol Screening devices; a desktop computer; a computer monitor; a laptop computer; LIDAR devices; software training; and food for alcohol wet labs. The grant also includes contractual

The Honorable Board of Police Commissioners

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services funds for phlebotomist services at the DUI checkpoints (\$25,000). The total consultant cost will be \$25,000.

Grants awarded by the OTS are reimbursable grants that require zero matching funds from the Department. The content of the attached grant has been negotiated and approved by the OTS. The overtime will be distributed throughout the Department with the goal of improving traffic safety and reducing the number of people killed and seriously injured in traffic collisions in the City.

If you have any questions regarding this matter, please contact Commander Jeffrey Bert, Commanding Officer, Community Policing and Policy Group, at (213) 486-6605.

Respectfully,



CHARLIE BECK  
Chief of Police

BOARD OF  
POLICE COMMISSIONERS  
Approved *November 14, 2017*  
Secretary *Maria Silva*

Attachments



PROFESSIONAL SERVICES AGREEMENT

Contractor: QUICK AND EASY PHLEBOTOMY SERVICES, LLC.  
(DBA PHLEBOTOMY TO GO)

Title: PHLEBOTOMIST SERVICES  
2017-18 Selective Traffic Enforcement Program

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
- Exhibit E City Ethics Commission (CEC) Form 50
- Exhibit F Living Wage Ordinance Notice
- Exhibit G Practical Guidance on Venepuncture for Laboratory Testing
- Exhibit H Court Appearance Form

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
QUICK AND EASY PHLEBOTOMY SERVICES, LLC

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through the Los Angeles Police Department ("LAPD" or "Department"), and Quick and Easy Phlebotomy Services, LLC, a California limited liability company doing business as "Phlebotomy To Go" (the "Contractor").

WITNESSETH

WHEREAS, the State of California Office of Traffic Safety has provided financial assistance to the LAPD through its Fiscal Year 2017-18 Selective Traffic Enforcement Program (the "Grant") in the amount of \$5,139,000 (the "Grant Funds"), such Grant being administered by the Office of Traffic Safety ("OTS" or the "Grantor") and having been accepted by the Los Angeles City Council (C.F. #17-1438); and

WHEREAS, the Grant is being provided to, among other things, conduct driving under the influence (DUI)/driver's license checkpoints, DUI saturation patrols and traffic enforcement operations to reduce pedestrian, bicycle, distracted driver and motorcycle-related traffic collisions; and

WHEREAS, the performance period for the Grant is from October 1, 2017 to September 30, 2018; and

WHEREAS, the services to be provided by Contractor pursuant to this Agreement are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the Los Angeles City Council or designee has determined that the work can be performed more economically or feasibly by an independent contractor than by City employees; and

WHEREAS, the City and the Contractor each desires to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.#17-1438).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Contractor (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 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as Quick and Easy Phlebotomy Services, LLC., doing business as Phlebotomy To Go, having its principal office at 9029 Airport Boulevard, Suite #91896, Los Angeles, CA 90009.

§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 copies to:

Commanding Officer  
Emergency Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 469  
Los Angeles, California 90012

- 2. The representative of the Contractor shall be:

Edward Long  
Quick and Easy Phlebotomy Services, LLC.  
335 West Arbor Vitae Street  
Inglewood, California 90301

- 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 accordance with this section, within five (5) working days of said change.

§103. Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor 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

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Exhibit B and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Exhibit C and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. Contractor 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 Contractor.
- D. Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- E. City Ethics Commission Form 50, attached hereto as Exhibit E and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

II.  
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on October 1, 2017 and end September 30, 2018 (the "Term"). Said Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

§202. Services to be Provided by the Contractor

The Contractor shall provide the services set forth in, and in accordance with, this Section 202. All work is subject to prior City approval in writing. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Background

The Los Angeles Police Department (LAPD) has seen an increase in alcohol-involved injury, hit and run injury and nighttime fatal and injury traffic collisions. Furthermore, over 1,000 people were killed or injured last year in Driving Under the Influence (DUI) traffic collisions in the City of Los Angeles. As a result, increased DUI education and enforcement is needed to concentrate on community members who consume excessive amounts of alcohol or narcotics and drive while under the influence.

B. Phlebotomist Services

During the term of this Agreement, Contractor shall provide the following services on an as-needed basis:

1. The Contractor will provide phlebotomist services at Los Angeles Police Department sobriety checkpoints throughout the City of Los Angeles. The Contractor shall withdraw blood samples in accordance with California Vehicle Code Section 23158.
2. The Contractor will be required to respond to the checkpoint location using their own method of transportation.
3. The Contractor will be required to arrive at the checkpoint at the designated time, which will be conveyed via e-mail at a minimum of two days prior to the checkpoint occurring.
4. The Contractor may be required to staff up to two checkpoints simultaneously on a given day.



5. The Contractor will be required to provide all of the necessary equipment to safely perform blood withdraw samples within a confined space (trailer), which is not climate controlled.
6. The Contractor will be required to maintain their work area neat and clean up any biohazards that are a result of the blood withdrawal.
7. The Contractor shall safeguard the samples and adhere to standard law enforcement chain of custody protocols to maintain the integrity of the samples.
8. The Contractor shall ensure that its employees and its phlebotomists shall be made available for consultation and testimony relating to withdrawing blood samples and chain of custody in any judicial or administrative hearing during the Term and for a period of up to 36 months beyond the Term of this Agreement.
9. The Contractor will provide the Department with an updated list of names of employees that are assigned to work DUI checkpoints. In addition to the names, the Contractor will provide a work address to the Department, so that any criminal subpoenas may be promptly served to the Contractor's employees.
10. If the Department is dissatisfied with the performance of any of the Contractor's employees, the Department will be required to address the issue with the Contractor's Director. If the performance deficiency continues, the Department has a right to request the removal of said employee from all future checkpoints conducted by the Department.
11. The Contractor will provide such services using experienced phlebotomists who work well under pressure and communicate effectively. The phlebotomists will be able to deal with individuals suspected of being under the influence of drugs or alcohol. The phlebotomists will be responsible for assembling equipment (such as needles, blood collection devices, gauze, tourniquet, cotton, and alcohol). The phlebotomists will be required to verify or record the identity of an individual. The phlebotomists will be required to apply a tourniquet to arm, locate a vein, swab area with disinfectant, and insert needle into vein to draw blood into collection tube. The phlebotomists will be tasked with legibly labeling and storing blood containers for processing along standard chain of custody protocols.

Safety is paramount and all safety precautions will be taken to prevent the transmission of infectious diseases. Such precautions shall be followed as set forth in the World Health Organization's (WHO) Guidelines on Drawing Blood: Best Practices in Phlebotomy, as outlined in Part III, Implementation, Evaluation and Monitoring, Section 8.5 Prevention and Management of

incidents and adverse Events, and Part V, Annex B, Infection Prevention and Control, Safety Equipment and Best Practice. The entire document may be found at the following website:

[http://www.who.int/injection\\_safety/job\\_aids/en/](http://www.who.int/injection_safety/job_aids/en/). A 15-step short form brochure entitled Practical Guidance on Venepuncture for Laboratory Testing is attached as Exhibit G for guidance.

### III. PAYMENT

#### §301. Compensation and Method of Payment

- A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Thirty Thousand Dollars (\$25,000.00). The foregoing fee represents the maximum compensation that may be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by Contractor.

Payments to the Contractor shall be made in accordance with the following:

The number of hours at each checkpoint deployment shall be for a minimum of four (4) hours and a maximum of eight (8) hours at a rate of Fifty Dollars (\$65.00) per hour.

Contractor testimony appearance will be at the rate of \$50 per hour with a minimum of four (4) hours and a maximum of eight (8) hours per case. Upon receiving a testimony appearance subpoena, Contractor must promptly forward either a copy via fax or e-mail an electronic copy to LAPD in order to be compensated for the testimony appearance. In addition to the invoicing requirements set forth in Section 301 (B), for testimony reimbursement, Contractor shall submit as evidence an original completed and signed Court Appearance form in the form attached as Exhibit H as well as a copy of the subpoena for the respective testimony service dates(s). Both items of evidence must be included with each invoice submitted.

- B. Each invoice shall be submitted on Contractor's letterhead. The invoice shall be accompanied by a statement listing the services and deliverables completed for which the invoice is being submitted and include evidence of the completed services and deliverables. Funds shall not be released until the City has approved the work received. The City shall have a reasonable amount of time following the receipt of an invoice to notify Contractor in writing of any deficiencies in the work received. If the Contractor is not notified of deficiencies during this period, then the work is deemed to be approved. The City shall effect payment within a reasonable amount of time following receipt of an invoice that



has been deemed to be approved in accordance with the terms of this Agreement.

- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of state funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of state grant funds.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Contractor agrees to offer the City discounted terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms. Contractor warrants that any applicable discounts have been included in the costs to the City in this Agreement and that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.
- F. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

#### IV. STANDARD PROVISIONS

##### §401. Construction of Provisions and Titles Herein

All titles or subtitles or headings 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 Contractor. The word "Contractor" in this Agreement includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor 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 County and City of Los Angeles, 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 of Los Angeles without regard to conflict of law principles. Contractor 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, Contractor 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 this Agreement.

**§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 herein, 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 Contractor 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 Contractor and its directors, officers, agents, employees and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Contractor's performance hereunder and shall pay any fees required therefor. The Contractor shall 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 Contractor 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 of Los Angeles. In performing this Agreement, the Contractor 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 Contractor 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 Contractor, to the



extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

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

- B. The Contractor 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 Contractor 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 Contractor 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 Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by the Contractor hereunder), against the Contractor'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 Contractor 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 Contractor 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, Contractor undertakes and agrees to defend, indemnify and hold harmless City 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 contractors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor'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. 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 - Contractor, 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 contractors), 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 Contractor, 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 Contractor, 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 – Contractor 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 Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor 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 preferred method of submitting Contractor'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 Contractor'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 Contractor'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](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf).

Contractor'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 Contractor.

#### §414. False Claims Act

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to 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. Contractor 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.

#### §415. Compliance with State and Federal Statutes and Regulations

##### A. Statutes and Regulations Applicable To All Grant Contracts

Contractor 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. Contractor shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Contractor, it shall be construed to mean "as applicable" to the Contractor as a recipient of Grant funds pursuant to this particular Agreement. These requirements include, but are not limited to:

##### 1. Uniform Requirements for Federal Awards

Contractor shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 *et al.*

##### 2. Single Audit Act

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

##### 3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with



Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

Contractor 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. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form 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 Contractor until the Certification is filed. Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Exhibit C is true and correct as of the date of execution of this Agreement.

Contractor 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 Contractor. Contractor 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 Grantor and the City may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Contractor hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

## 6. Records Maintenance

Records (including any and all documents), in their original form, shall be maintained in accordance with requirements prescribed by the City and Grantor with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of 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. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives.

## 7. Labor

Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements and standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Contractor 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), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractor shall comply, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201) as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

None of the funds paid under this Agreement shall be used to promote or deter union/labor organizing activities in accordance with Government Code §16645 et seq.

#### 8. Civil Rights

Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and 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, 44 CFR Part 19), 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 against individuals with disabilities; (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 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which Grant Funds assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs (OJP) Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English



proficiency), gender, age, familial status or disability against Contractor or any of its subcontractors being funded with Grant Funds, or Contractor or any of its subcontractors settles a case or matter alleging such discrimination, Contractor will forward a copy of the complaint and findings to the City. If, during the past three years, Contractor has been accused of any such discrimination, Contractor shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City.

Contractor will comply with the applicable requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Contractor shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

Contractor shall comply, and ensure that its subcontractors comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), and the Juvenile Justice and Delinquency Prevention Act, or the Victims of the Crime Act, as appropriate.

#### 9. Environmental

Contractor shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq., P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Contractor shall also comply, as applicable, with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

Contractor shall comply, as applicable, with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations; (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16

U.S.C. §§1451 et seq.); (f) Section 306 of the Clean Air Act (42 U.S.C. 1857(b)) and Section 508 of the Clean Water Act (33 U.S.C. 1368) (g) Environmental Protection Agency regulations (40 CFR part 15); (h) mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-63).

Contractor 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. Contractor shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If applicable, Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City for review. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Contractor shall comply, as applicable, 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.

Contractor shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Contractor shall comply, as applicable, 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.

Contractor 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 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, Contractor warrants that it is in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.

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

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

10. Preservation

Contractor shall comply, as applicable, 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.).

11. Suspension and Debarment

Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither Contractor 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. Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Exhibit B is true and correct as of the date of execution of this Agreement. Contractor 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. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."



## 12. Drug-Free Workplace

Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and incorporated herein by reference.

Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Exhibit D is true and correct as of the date of execution of this Agreement.

## 13. Miscellaneous

Contractor shall comply, as applicable, with the 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 and P.L. 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by this Grant Award. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212). Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

### B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Contractor 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 49 Code of Federal Regulations (CFR) Part 18 (Uniform Administrative Requirements for Grants); 23 CFR Part 1200 (Uniform Procedures for State Highway Safety Grant Programs); 23 U.S.C. Chapter 4 (Highway Safety Act of 1966, as amended).
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.



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, and Federal laws or regulations applicable to federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Part 67, Government-Wide Debarment and Suspension (Non-Procurement); Part 69, New Restrictions on Lobbying; Part 70 Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-profit Organizations; Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
4. Technology Requirement:
  - (a) Contractor shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for the project funded by this Agreement. Further information about the required use of NIEM specifications and guidelines is available at [www.niem.gov](http://www.niem.gov).
  - (b) For any information technology system funded by this Agreement, Contractor shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable. Contractor shall comply with all applicable DOJ information technology standards.
  - (c) 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).
5. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Contractor shall ensure that all conference, meeting, convention, or training space funded in whole or in part by this Agreement complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

6. Contractor shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Contractor understands and agrees that it, and any of its employees or subcontractors may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- (b) Procure a commercial sex act during the period of time that this Agreement is in effect; or
- (c) Use forced labor in the performance of this Agreement.

Contractor understands and agrees that the City and/or Grantor may unilaterally terminate this Agreement, without penalty, if Contractor:

- (d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or
- (e) Has an employee who is determined by an agency official authorized to terminate this Agreement to have violated any such prohibition through conduct that is either:
  - (i) associated with performance under this Agreement; or
  - (ii) imputed to the Contractor or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Contractor further understands and agrees that:

- (f) It must inform the City immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;
- (g) City's and/or Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City and Grantor to terminate this Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Agreement and the Grant.
- (h) For purposes of this paragraph 5:
  - (i) "Employee" means either:
    - 1. an individual employed by the Contractor who is engaged in the performance of the project or program under this Agreement; or
    - 2. another person engaged in the performance of the project or program under this Agreement and not compensated by

Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- (ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
  - (iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
  - (iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.
7. Contractor agrees to cooperate with the City and the Grantor with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities funded by this Grant.
8. The Contractor shall comply with all applicable confidentiality statutes, regulations and requirements, including but not limited to, 42 USC §3789g, as applicable; 28 CFR Part 22 et seq., as applicable; the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance.

The City and the Contractor will exchange various kinds of information pursuant to this Agreement. That information may include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department; The California Board of Corrections, the California Department of Social Services; the California Department of Education; the County Welfare Department(s); the County IV-D Directors Office of Child Support; the Office of the District Attorney; the California

Department of Mental Health; the California Office of Community Colleges; and the Department of Alcohol and Drug Programs. The City and the Contractor agree that:



- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- d. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- e. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation.
- g. Notwithstanding any of the foregoing, Contractor shall not disclose personally identifying information about victims served with these Grant funds without a prior written release, unless the disclosure of the information is required by a statute or court order. "Personally identifying information" means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking. Releases must be written, informed and reasonably time-limited and signed by the victim unless the victim is an unemancipated minor or a person with disabilities.



9. Contractor shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
10. Contractor shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
11. Contractor hereby agrees to submit to the City and OTS for review and approval, any proposal or plan for Selective Traffic Enforcement Program media-related outreach. City and OTS approval must be received prior to any obligation or expenditure of Grant funds related to the development of media-related outreach projects.
12. Contractor shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletins, regarding disclosure of subawards and executive compensation.

C. Noncompliance

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

§416. Federal, State and Local Taxes

Contractor hereby acknowledges and agrees that the compensation payable to Contractor under this Agreement shall be the total amount payable to Contractor for its services under this Agreement and that any and all Federal, State and local taxes or levies owed past, present or in the future in connection with Contractor's services under this Agreement shall be the sole responsibility of Contractor and not the City.

§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. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the

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

**B. Right of City to Use Inventions**

Without limiting the provisions set forth in Paragraph A of this Section 417, City and Grantor shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

**C. Copyright Policies**

Unless otherwise provided by the terms of the Grant or of this Agreement, when copyrightable material ("Material") is first produced or developed as part of a project funded by this Agreement, the Grantor and the City, at their respective discretion, may copyright the Material. Before copyrighting any Material, the Contractor shall obtain written permission from the City. If the Grantor or the City declines to copyright the Material, the Grantor and the City shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Contractor purchases ownership with Grant Funds paid under this Agreement. Contractor shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Agreement.

**D. Rights to Data**

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "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. Section 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. Ownership and License**

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Agreement shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Agreement. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this Agreement, Contractor hereby grants to the City and Grantor a non-exclusive perpetual license to use such Work Products for any government purpose.

**F. Obligations Binding on Subcontractors**

Contractor shall require all subcontractors funded under this Agreement to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

**§418. Living Wage Ordinance**

- A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time. The LWO requires the following:
  - 1. Contractor 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. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor 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. Contractor shall deliver the executed pledges from each subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. Contractor, 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. Contractor shall post the Notice of Prohibition against Retaliation provided by the City, a copy of which is attached hereto as Exhibit F.
  4. Any subcontract entered into by Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor 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 Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor 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. Pursuant to Section 10.37.4 of the Los Angeles Administrative Code, Contractor shall inform its employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the Federal Earned Income Tax Credit (EITC), Contractor shall also make available to its employees the forms informing them about the EITC and forms required to secure advance EITC payments from Contractor.

#### §419. 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, Contractor agrees and represents that it will provide equal employment practices and Contractor 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. Contractor 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, 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, Contractor 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. Contractor shall permit access to and may be required to provide certified copies of all 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 Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor 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 Contractor.
- F. Upon a finding duly made that Contractor 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 Contractor 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, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor 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, Contractor 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 Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§420. Equal Benefits Ordinance

This Agreement shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

The Contractor shall complete and upload, the Equal Benefits Ordinance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) for all awards of a City contract valued at \$25,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of thirty-six months from the date it is first uploaded onto the City's BAVN. Contractors do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Contractor may obtain additional information regarding the requirements of the Equal Benefits Ordinance by visiting the Bureau of Contract Administration's web site at [www.bca.lacity.org](http://www.bca.lacity.org).

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO.
- B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the City.
- C. If the Contractor 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 Contractor 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 Contractor 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 Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

**§421. 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 Contractor 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 Contractor's fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, Contractor 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 Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor 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 Contractor 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.

**§422. 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.

**§423. 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, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Contractor 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 Contractor 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 Contractor 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 Contractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor 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 Contractor by City.

Any subcontract entered into by the Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of the Contractor to obtain compliance of its subcontractors shall constitute a default by the Contractor 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 Contractor by the City.

Contractor 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.

#### **§424. Limitation of Corporate Acts**

The Contractor 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 Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

#### **§425. Contractor Personnel**

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. Contractor shall ensure that Contractor's project team for this Agreement is fully



staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by the City. Contractor shall replace all key personnel with equally or better qualified staff.

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

#### §426. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor 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.

#### §427. Press Releases-Public Information, Publications and Markings

The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency and that the Contractor 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 in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the City and Grantor for maximum impact.

Contractor agrees to submit to Grantor and the City for review and approval any curricula, training materials, reports, proposed publications, or any other written



materials that will be published, including web-based materials and web site content, through Grant funds at least sixty (60) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or the government's expense, shall contain the following statement: *"This document was prepared under a grant from U.S. Department of Justice. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Justice."*

**§428. Participation Of Small, Minority, And Women's Business**

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

1. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
2. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
3. 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.
4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

**§429. Prohibition of Legal Proceedings**

The Contractor 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.

**§430. Notice to City of Labor Disputes**

When Contractor 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 Contractor shall immediately give notice thereof, including all pertinent information, in regard to same to City.

**§431. City Evaluation of Contractor's Performance**

City shall conduct an evaluation of the Contractor'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 Contractor assigns to the Agreement. City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

**§432. Headings And Captions**

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

**§433. Restriction on Disbursements to Subcontractors**

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

**§434. 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.

**§435. Compliance with Los Angeles City Charter Section 470(c)(12)**

The Contractor, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this Agreement:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

Contractor, its subcontractors, and their respective principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.



## 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 Contractor 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 seven (7) business days, the Contractor 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. Contractor 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 Contractor'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 seven (7) business days from the date of written City notification, the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing. Performance shall not resume without the prior written approval of City.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

### §504. Termination Of Agreement

#### A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of said notice, Contractor 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 Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor 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. Contractor 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 Contractor 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 Contractor written notice of such default. If Contractor 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 Contractor's breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.
3. If Contractor 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 Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, 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. Contractor 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 Contractor 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 Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The Contractor 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 may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement includes forty-two (42) pages and eight (8) Exhibits, which constitute the entire understanding and agreement of the parties.

IN WITNESS THEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

**QUICK AND EASY PHLEBOTOMY  
SERVICES, LLC**

By: \_\_\_\_\_  
CHARLIE BECK  
Chief of Police

By: \_\_\_\_\_  
EDWARD LONG  
Sole Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

City Business License Number: 0002928205-0001-7

Internal Revenue Service ID Number: \_\_\_\_\_

Council File Number: \_\_\_\_ Date of Approval: \_\_\_\_\_

City Contract Number: \_\_\_\_\_

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**EXHIBIT A**

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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**EXHIBIT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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**EXHIBIT C**

**CERTIFICATION REGARDING LOBBYING**

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**EXHIBIT D**

**CERTIFICATION REGARDING DRUG FREE WORKPLACE  
REQUIREMENTS**

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**EXHIBIT E**

**CITY ETHICS COMMISSION (CEC) FORM 50**

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**EXHIBIT F**

**LIVING WAGE ORDINANCE NOTICE**

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**EXHIBIT G**

**PRACTICAL GUIDANCE ON VENEPUNCTURE  
FOR LABORATORY TESTING**

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**EXHIBIT H**

**COURT APPEARANCE FORM**

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