



ERIC GARCETTI
MAYOR

February 2, 2022

Honorable Members of the City Council
c/o City Clerk
Room 395, City Hall

RE: FY 2016 Training and Services to End Violence Against and Abuse of Women with Disabilities Award Extension, Budget Modifications, Reappropriations, and Contracting Authorities (Council File No.17-0605)

Dear Honorable Members:

Transmitted herewith for City Council consideration are budget modifications, contract authorities and fiscal transfer requests related to the Department of Justice, Office of Violence Against Women (OVW) FY 2016 Training and Services to End Violence Against Women with Disabilities Grant Program. On June 21, 2017, the City Council accepted the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant in the amount of \$500,000 in grant funds (Council File No. 17-0605). The performance period began October 1, 2016 and the original performance period end date was September 30, 2019. On August 29, 2019 The Department of Justice, Office of Violence Against Women (OVW) approved a grant performance extension through September 30, 2020 to implement and complete grant deliverables and strategic plan to provide accessible services to victims with disabilities.

On March 30, 2020 The Department of Justice, Office of Violence Against Women (OVW) granted an automatic grant performance extension to the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant through September 30, 2021 due to extraordinary circumstances and in order to implement the grant program strategic plan. On September 22, 2021, the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant received a two (2) month grant extension through November 30, 2021.

In addition, on December 27, 2021 the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant received approval for a budget modification to reallocate cost savings.

Background

The OVW Training and Services to End Violence Against Women with Disabilities Grant Program was statutorily created by the Violence Against Women Act of 2000 and reauthorized and revised in the Violence Against Women Act of 2005. The goal of the Disability Grant Program is to create sustainable change within and between organizations that results in increased capacity to respond to individuals with disabilities and Deaf individuals who are victims of sexual assault, domestic violence, dating violence, and stalking; and to hold perpetrators of such crimes accountable. Disability Grant Program funds will be used to establish and strengthen multidisciplinary collaborative relationships; increase organizational capacity to provide accessible, safe, and effective services to individuals with disabilities and Deaf individuals who are victims of violence and abuse; and identify needs within the grantee's organization and/or service area, and develop a plan to address those identified needs that builds a strong foundation for future work.

Project Description

As the second largest city in the United States, Los Angeles handles thousands of calls related to domestic violence and sexual assault each year, many of which involve victims with disabilities. To address this epidemic, the City of Los Angeles is proposing to establish the Los Angeles Violence Against Women with Disabilities program (LA Violence Against Women with Disabilities Program). This three year collaboration will enhance policies, procedures, and training that assist the City and its partners in addressing the needs of victims of domestic violence and sexual assault with all types of disabilities within the City of Los Angeles.

Grant resources will leverage and enhance the City of LA's existing Domestic Abuse Response Team (DART) and Sexual Abuse Response Team (SART) resources and will identify gaps, develop policies and procedures, and coordinate and train the City's law enforcement and victim advocates in the provision of targeted intervention, support, referral, and other services focused on the unique needs of disabled victims of domestic violence and sexual assault. The program will simultaneously work to improve the effectiveness and efficiency of the City's response in protecting one of its most vulnerable populations.

During the course of this project, the City of Los Angeles and its partner agencies will develop and implement the following program planning requirements:

- A Collaboration Charter and Project Focus Memo will be drafted, facilitated by the partner agencies and the Project Coordinator, to further define the scope of the project;

- A Needs Assessment Plan and Tools, and Needs Assessment Report, will be conducted to investigate the City’s gaps and target identification on improvement of policies, procedures, training, and other specific aspects of providing adequate and appropriate services to disabled victims of domestic violence and sexual assault; and
- In the second phase of the project, a strategic plan based on the gaps identified in the Needs Assessment Report will be developed and implemented.

The LA Violence Against Women with Disabilities program represents a collaborative effort between the Los Angeles Police Department (LAPD), the Mayor’s Office of Public Safety (MOPS), the City of Los Angeles Department on Disability (DOD), and two non-profit service providers (Disability Community Resource Center and Peace Over Violence).

Cost Savings

As partners completed their FY 2016 Training and Services to End Violence Against Women with Disabilities Grant project strategic plans and implementation, cost savings were identified from various appropriations and approved personnel, training and travel, program supplies, sub-contractors, and Grant Management and Administration (M&A). In order to fully expend the funds within the grant performance period, funds were reallocated as noted below.

Below is a summary of the budget for the City of Los Angeles FY 2016 Training and Services to End Violence Against Women with Disabilities Grant Program:

Cost Category	Budget
Personnel	27,140
Grant Administration – Mayor Salaries	214,733
Contractual Services	237,827
Supplies	6,225
Travel and Training	14,075
Total:	\$500,000

Reappropriations

Personnel

In FY 2016 Training and Services to End Violence Against Women with Disabilities Grant a total of \$36,751 was budgeted for the Los Angeles Police Department (LAPD) Domestic Violence (DV) Coordinator. Cost savings were identified for this project. In order to fully expend the grant, these funds were reallocated in the amount of \$31,275 to Contractual Services sub-recipient Disability Community Resource Center, formerly known as “Westside Center for Independent Living”.

An additional \$14,900 was allocated to the Department on Disability who provide sign-language interpretation services and will be increased to a total of \$27,140. The Grantor approved the modification on December 27, 2021.

Authority is requested to modify the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant budget and conduct the necessary transfer of appropriations as indicated above.

Grant Administration

In FY 2016 Training and Services to End Violence Against Women with Disabilities Grant, the Mayor's Office identified cost savings totaling \$23,592 from M&A. In order to fully expend the grant, these funds were reallocated to Contractual Services sub-recipient Peace Over Violence in the amount of \$24,000. The additional cost savings were reallocated to Contractual Services sub-recipient Disability Community Resource Center, formerly known as "Westside Center for Independent Living" in the amount of \$31,275. The Grantor approved the modification on December 27, 2021.

Authority is requested to modify the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant budget and conduct the necessary transfer of appropriations as indicated above.

Supplies

In FY 2016 Training and Services to End Violence Against Women with Disabilities Grant, the Mayor's Office identified cost savings totaling \$8,384 from Supplies. In order to fully expend the grant, these funds were reallocated to Contractual Services sub-recipient Peace Over Violence. The Grantor approved the modification on December 27, 2021.

Authority is requested to modify the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant budget and conduct the necessary transfer of appropriations as indicated above.

Travel and Training

In FY 2016 Training and Services to End Violence Against Women with Disabilities Grant, the Mayor's Office identified cost savings totaling \$1,448 from Travel and Training. In order to fully expend the grant, these funds were reallocated to Contractual Services sub-recipient Peace Over Violence. The Grantor approved the modification on December 27, 2021.

Authority is requested to modify the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant budget and conduct the necessary transfer of appropriations as indicated above.

RECOMMENDATIONS

It is therefore requested that the City Council:

1. Authorize the Mayor, or designee, to:

- a. **Accept** the extension of the FY 2016 OVW Training and Services to End Violence Against Women with Disabilities Grant Award in the amount of \$500,000 from the Department of Justice, Office of Violence Against Women grant award for 26 months, from September 30, 2019 to November 30, 2021;
- b. **Modify the existing grant budget (Council File No. 17-0605) for the FY 2016 OVW Training and Services to End Violence Against Women with Disabilities Grant Award by reallocating funds between projects as described within this report.**
- c. **Negotiate and execute, on behalf of the City an amendment to the Professional Service Agreement** between the City of Los Angeles and the Disability Community Resource Center (formerly Westside Center for Independent Living) (C-130892) for a term of up to 62 months within the applicable performance period, for a total not to exceed \$117,645, subject to the approval of the City Attorney as to form; and
- d. **Negotiate and execute, on behalf of the City, an amendment to the Professional Services Agreement** between the City of Los Angeles and Peace Over Violence (C-130215) for a term of up to 62 months within the applicable performance period, for a total not to exceed \$120,182, subject to the approval of the City Attorney as to form.

2. Authorize the Controller to:

- a. Transfer appropriations within Fund 59M, FY 2016 OVW Training and Services to End Violence Against Women with Disabilities Grant Award (Council File No. 17-0605), as follows:

TRANSFER FROM:

<u>Fund/Dept. No.</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
59M/46	46V965	Disability	\$1,425
Total:			\$1,425

TRANSFER TO:

<u>Fund/Dept. No.</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
59M/46	46V146	Mayor	\$1,425
Total:			\$1,425

- b. Transfer appropriations from 59M/46, to the General Fund and/or Special Fund to reimburse grant related expenditures as follows:

TRANSFER FROM:

<u>Fund/Dept. No.</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
59M/46	46V146	Mayor	\$ 1,425
Total:			\$ 1,425

TRANSFER TO:

<u>Fund/Dept. No.</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
100/46	001020	Salaries, Grant Reimb	\$ 1,425
Total:			\$ 1,425

3. **AUTHORIZE** the Controller, to transfer funds from Fund No. 59M/46 FY16 OVW Disabilities Grant Program to reimburse the General Fund on an as-needed basis, upon presentation of proper documentation from the City Departments, subject to the approval of the Mayor's Office of Public Safety.
4. **AUTHORIZE** the Mayor, or designee, to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and authorize the Controller to implement the instructions.

Sincerely,



ERIC GARCETTI
Mayor

EG:cp:gj

FIRST AMENDMENT TO AGREEMENT NUMBER C-130215 OF
CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
PEACE OVER VIOLENCE

THIS FIRST AMENDMENT to Agreement Number C-130215 (“First Amendment”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and Peace Over Violence, a California non-profit corporation (the “Subrecipient”) (collectively, the “Parties”).

WITNESSETH

WHEREAS, the City and Subrecipient entered into that certain City of Los Angeles Contract Number C-130215 (the “Agreement”) related to the U.S. Department of Justice (“DOJ”), through its Office on Violence Against Women (“OVW”), Fiscal Year (“FY”) 2016 Training and Services to End Violence Against Women with Disabilities Grants Program (the “Grant”), whereby the City agreed to disburse Grant funds to the Subrecipient and the Subrecipient agreed to use the Grant funds to work collaboratively with the Los Angeles Police Department (“LAPD”), the City of Los Angeles Department on Disability (“LADOD”), and Westside Center for Independent Living (“WCIL”) to implement the Violence Against Women with Disabilities Project (the “Project”), which seeks to expand the City’s existing Domestic Abuse Response Team (DART) and Sexual Abuse Response Team (“SART”) programs by enhancing training and services to victims of domestic violence and sexual assault who are also women with disabilities; such Agreement having an original term of October 1, 2016 to September 30, 2019, with an original allocation of Grant funds to Subrecipient in the amount of Eighty Six Thousand Three Hundred and Seventy Dollars (\$86,370.00), and the execution of said Agreement having been authorized by the Los Angeles City Council (C.F. #17-0605, 6/21/17); and

WHEREAS, the Parties desire to increase the current contract amount by Nine Thousand Eight Hundred and Twelve Dollars (\$9,812.00) (the “Increase”) for Subrecipient to provide the above services, resulting in a total allocation amount of Grant funds to Subrecipient of Ninety Six Thousand One Hundred and Eighty Two Dollars (\$96,182.00); such Increase having been authorized by the Los Angeles City Council (C.F. #17-0605, 6/21/17); and

WHEREAS, Section 602 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City, through the Mayor's Office of Public Safety ("Mayor's Office"), which has been designated by the City to administer the Agreement and the projects contemplated therein, and Subrecipient each desires to enter into this First Amendment for the purpose of amending and/or modifying the Agreement to (a) increase the contract amount to reflect the Increase; and (b) make such other changes as are required in connection with the foregoing, all as detailed elsewhere in this First Amendment and as authorized by the Los Angeles City Council (C.F. #17-0605, 6/21/17); and

WHEREAS, this First Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and Subrecipient hereby covenant and agree that the Agreement be amended, effective October 1, 2016, as follows:

1. Section 202.A.2 of the Agreement is hereby amended in its entirety read as stated within the quotation marks in the following paragraph:

"2. Budget

The budget for this project is Ninety Six Thousand One Hundred and Eighty Two Dollars (\$96,182.00)."

Such amendment increases the Subrecipient's Grant funds allocation set forth in the Agreement to reflect the Increase. The Budget (as such term is defined in the Agreement) shall be amended accordingly to reflect such modification and Subrecipient's use of Grant funds in connection thereto.

2. The first sentence of Section 301.A of the Agreement is hereby amended to read as stated within the quotation marks in the following paragraph:

"The City shall pay to the Subrecipient as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Ninety Six Thousand One Hundred and Eighty Two Dollars (\$96,182.00)."

Such amendment increases the Subrecipient's Grant funds allocation set forth in the Agreement to reflect the Increase. The Budget (as such term is defined in the Agreement) shall be amended accordingly to reflect such modification and Subrecipient's use of Grant funds in connection thereto.

3. Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect by way of this First Amendment.
4. This First Amendment 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 First Amendment includes four pages which constitute the entire understanding and agreement of the parties with respect to the matters set forth herein.

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

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Barak Vaughn, Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC M. GARCETTI, Mayor</p> <p>By _____ Eric M. Garcetti, Mayor</p> <p>Date _____</p>
<p>ATTEST: HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>(Subrecipient's Corporate Seal or Notary)</p>	<p>For: Peace Over Violence</p> <p>By _____ Patricia Giggans Executive Director</p> <p>Date _____</p> <p>ATTEST:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Officer Title: _____</p> <p>Date: _____</p>

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: 17-0605 Date of Approval: 06/21/2017
City Contract Number: C-130215

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 2/8/2018

FROM (DEPARTMENT): Mayor's Office of Public Safety

CONTACT PERSON: Skyler Gray PHONE: 213-978-0503

CONTRACT NO.: C-130892 COUNCIL FILE NO.: 17-0605

ADOPTED BY COUNCIL: 6/21/17

DATE

APPROVED BY BPW: n/a

DATE

- NEW CONTRACT
- AMENDMENT NO. _____
- ADDENDUM NO. _____
- SUPPLEMENTAL NO. _____
- CHANGE ORDER NO. _____

CONTRACTOR NAME: Westside Center for Independent Living

TERM OF CONTRACT: October 1, 2016 THROUGH: September 30, 2019

TOTAL AMOUNT: \$86,370.00

PURPOSE OF CONTRACT:

Services Agreement between the City of Los Angeles and Westside Center for Independent Living re: the Department of Justice Office on Violence Against Women Fiscal Year 2016 Training and Services to End Violence Against Women with Disabilities Grants Program.



SERVICES AGREEMENT

Subrecipient: Westside Center for Independent Living

Title: Department of Justice Office on Violence Against Women: Fiscal Year 2016 Training and Services to End Violence Against Women with Disabilities Grants Program

Said Agreement is Number C-130892 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 Budget and Budget Narrative
- Exhibit F City Travel Guidelines (Rev. 07/08)
- Exhibit G Quarterly Progress Reports
- Exhibit H City Ethics Commission Form 50
- Exhibit I Notice to Employees Working on City Contracts RE: Living Wage Ordinance and Prohibition against Retaliation
- Exhibit J Pledge of Compliance with Contractor Responsibility Ordinance and Questionnaire
- Exhibit K Living Wage Ordinance Forms
- Exhibit L Certification/Affidavit of Equal Benefits Ordinance Compliance

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
WESTSIDE CENTER FOR INDEPENDENT LIVING

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), and Westside Center for Independent Living, a California non-profit corporation (“Subrecipient”).

WITNESSETH

WHEREAS, the U.S. Department of Justice (“DOJ”), through its Office on Violence Against Women (“OVW” and collectively with the DOJ, the “Grantor”), has provided financial assistance to the City through the Fiscal Year (FY) 2016 Training and Services to End Violence Against Women with Disabilities Grants Program, Catalog of Federal Domestic Assistance (“CFDA”) 16.529 in the amount of Five Hundred Thousand Dollars (\$500,000.00); such Grant having been accepted by the Los Angeles City Council (C.F. #17-0605, 6/21/17); and

WHEREAS, a portion of the Grant funds is allocated to two non-profit service providers, Westside Center for Independent Living and Peace Over Violence, to provide consultation and subject matter expertise in the area of victims with disabilities and to collaborate in the development and delivery of policies, procedures and training (C.F. #17-0605, 6/21/17); and

WHEREAS, the City has designated its Mayor’s Office of Homeland Security and Public Safety (“Mayor’s Office”) to provide for proper monitoring of the funding and administration of the Grant and the projects related thereto; and

WHEREAS, the Mayor’s Office cooperates with private organizations, other agencies of the City, and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the services which are the subject of this Agreement has been approved by the Los Angeles City Council and the Grantor and has been funded in the Mayor’s Office budget by the Grantor (C.F. #17-0605, 6/21/17); and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, the Subrecipient was identified as a collaborating partner agency with the City in the Grant application and, in awarding the Grant to the City, the Grantor has approved the City partnering with the Subrecipient in providing the DART services identified in this Agreement; and

WHEREAS, the City and the Subrecipient each desires to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.#17-0605, 6/21/17)

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 Subrecipient, known as Westside Center for Independent Living, a California non-profit corporation, having its principal office at 12901 Venice Boulevard, Los Angeles, California 90066.

§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:

Jeff Gorell, Deputy Mayor
Office of the Mayor, Homeland Security and Public Safety
200 North Spring Street, 3rd Floor
Los Angeles, CA 90012
Work (213) 978-0687
Fax (213) 978-0718
Jeff.Gorell@lacity.org

- 2. The representative of the Subrecipient shall be:

Anastasia Bacigalupo
Westside Center for Independent Living
12901 Venice Boulevard
Los Angeles, CA 90066
Work (310) 390-3611
anastasia@wcil.org

- 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 working days of said change.

§103. Independent Contractor

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

§104. Conditions Precedent to Execution of This Agreement

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

- A. Proof of insurance as required by the City in accordance with 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. Subrecipient 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. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- D. Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance attached hereto as Exhibit L. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- E. Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- F. City Ethics Commission Form 50, attached hereto as Exhibit H and made a part hereof. Subrecipient 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, 2016 and end September 30, 2019 (the "Term"). Said Term is subject to the provisions herein. Performance shall not commence until the Subrecipient has obtained the City's approval of the insurance required in §413 herein.

§202. Services to be Provided by the Subrecipient

The Subrecipient shall provide the services set forth in, and in accordance with, this Section 202, the Scope of Work, and the Budget and Budget Narrative ("Budget") as set forth in Exhibit E attached hereto and made a part hereof. All work is subject to prior City approval in writing. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Services to be Provided

1. Scope of Work

A. Collaboration

1. The Subrecipient shall work collaboratively with the Los Angeles Police Department ("LAPD"), the City of Los Angeles Department on Disability ("LADOD"), and Peace Over Violence ("POV") to implement the Violence Against Women with Disabilities Project ("Project").

B. Project Background

1. This Project seeks to expand the City's existing Domestic Abuse Response Team ("DART") and Sexual Abuse Response Team ("SART") programs by enhancing training and services to victims of domestic violence and sexual assault who are also women with disabilities.

C. Consultation and Subject Matter Expertise

1. The Subrecipient shall provide consultation and subject matter expertise in working collaboratively with LAPD, LADOD, and POV to:
 - a. assess and enhance coordination of the City's domestic violence and sexual assault programs to ensure inclusive and accessible responses and

services that adequately support disabled victims of domestic violence and sexual assault;

- b. expand policies, procedures, and training to ensure that the City's law enforcement personnel, advocates, and non-profit partners are able to recognize and provide adequate and appropriate intervention, support, referral, and follow-up services to disabled victims of domestic violence and sexual assault; and
- c. establish new partnerships between social service agencies and the City to enhance quality of life for people with all kinds of disabilities, community-based organizations who provide support and services to victims of domestic violence and sexual assault, law enforcement, and service providers across all existing DART and SART locations in the City.

2. The Subrecipient shall provide a duly authorized representative to serve as the agency's point person for the collaboration. The representative's responsibilities will include the following:

- a. Participate in all collaboration meetings and activities, including Project-related meetings and activities scheduled by the Office of Violence Against Women ("OVW") and the Vera Institute for Justice ("Vera");
- b. Contribute to the development and completion of Project-related work, objectives, and deliverables;
- c. Share information from collaborative meetings and activities with management, board, and staff in each representative's agency;
- d. Keep collaborative members apprised of any important information from the representative's agency or field of practice that might influence the collaborative's work;
- e. Consult with and obtain any necessary approvals from the executive director, management, or other key stakeholders regarding recommended policy or procedure changes as needed to move the Project forward;

- f. Participate in the Project's planning and development phase, including developing a collaboration charter, planning, and conducting the needs assessment, and developing a strategic plan for the Project;
- g. Participate in the Project's implementation phase;
- h. Work with other collaborative partners to ensure that the Project budget usage reflects the goals and needs of the collaborative and each partner agency;
- i. Work with other collaborative partners to reevaluate the collaboration's objectives and activities, as well as the roles and responsibilities of partner agencies;
- j. Submit invoices and reimbursement requests to the lead agency in a timely manner;
- k. Submit documentation and information to the lead agency, as needed to support Project activities and reporting requirements.

3. The Subrecipient shall work collaboratively with LAPD, LADOD, and POV to develop and implement the Project in a manner that:

- a. enhances the connection between LAPD, LADOD, POV, and the Subrecipient;
- b. ensures the continued effectiveness of the Project beyond the Grant performance period; and
- c. addresses the unique capacities of each LAPD, LADOD, POV, and the Subrecipient to fulfill the goals of the Project and grant.

2. Budget

The budget for this project is Eighty-Six Thousand Three Hundred and Seventy Dollars (\$86,370.00).

3. Term

The term of this project will be October 1, 2016 through September 30, 2019.

- B. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the current edition of the OVW Financial Grants Management Guide and this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives of expanding and enhancing the DART program, which were submitted and approved by the Grantor as part of the application for the Grant. Subrecipient shall not use Grant Funds to provide long-term or short-term legal representation. Subrecipient agrees and acknowledges that that Grant Funds it receives will not supplant (replace) non-Federal funds.

Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the project being funded by the Grant Funds and this Agreement.

Subrecipient hereby certifies and warrants that it is an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under Section 501(a) of said Code. Subrecipient shall assure that Grant Funds allocated to it under this Agreement are used for allowable, fair and reasonable costs only and will not be transferred between other grant programs or fiscal years. Subrecipient shall notify City and Grantor of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Agreement.

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III.
PAYMENT

§301. Compensation and Method of Payment

- A. The City shall pay to the Subrecipient as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Eighty-Six Thousand Three Hundred and Seventy Dollars (\$86,370.00). The foregoing rate represents the total compensation to be paid by City to Subrecipient 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 Subrecipient. Subrecipient and the City have previously completed a mutually approved Budget attached hereto as Exhibit E and made a part hereof. The Budget contains detailed listings of items for expenditure under the terms of this Agreement. Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the City and the Grantor during the term of this Agreement for such modification to be approved. In addition, any modifications to the Budget will only be deemed approved if Subrecipient's request for the modification is submitted to the Mayor's Office in writing no later than thirty (30) before the end of the Agreement Term and such request for the modification is in a form and manner approved by the City. Subrecipient shall not expend any Grant Funds or incur any expenses that are to be reimbursed by Grant Funds in accordance with any contemplated modification of the Budget prior to such modification being approved in accordance with the provisions of this paragraph. Any of Subrecipient's expenses so incurred prior to the approval of a Budget modification, or any of Subrecipient's expenses incurred that are not in strict accordance with an approved modified Budget, shall be disallowed for reimbursement by Grant Funds under this Agreement. The City and the Grantor shall have the right, in each of their sole discretions, to decline any Budget modification requests, including any such requests untimely made. Subrecipient shall use the Grant Funds disbursed under this Agreement only for such items as set forth in an approved Budget. The Subrecipient understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City or obligate the City to make payments of any costs or expenses, unless authorized in an approved Budget.
- B. Payment shall be made on a monthly reimbursement basis upon submission of a monthly invoice. Each monthly invoice shall be submitted on the Subrecipient's letterhead, and shall include evidence of the completed tasks (if applicable) with a statement detailing the work completed for the month and evidence of the completed project and applicable deliverables, and shall be accompanied by supporting documentation such as proof of payment, payroll records, timesheets, and any other documentation necessary to fully and accurately describe and support the use of Grant funds under this Agreement. Such supporting documentation shall include the name, hours, and rate of pay for all personnel to be paid pursuant to this Agreement and paid invoices for any and all materials to be reimbursed by Grant funds. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the applicable invoice.

Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. Additionally, all invoices and payments must be paid and cleared at the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.

Invoices shall be submitted to:

City of Los Angeles
Mayor's Office of Homeland Security and Public Safety
200 N. Spring Street, Room 303
Los Angeles, California 90012
Attn: Carol Perez, Senior Grant Specialist

- C. All invoices and supporting documentation shall conform to applicable standards and guidelines set forth by the City and the Grantor. Invoices shall include, at a minimum, the following information:
1. Name and address of Subrecipient
 2. Name and address of City department being billed
 3. Date of invoice and period covered
 4. Contract number or authority (purchase order) number for this Agreement
 5. Task Order or Notice to Proceed (if applicable)
 6. Description of completed task and amount due for task, including:
 - a. Name of personnel working on task
 - b. Hours spent on task and timesheet supporting charges (if applicable)
 - c. Rate per hour and total due
 7. Summary of travel charges, including:
 - a. Name of traveler(s)
 - b. Origination point and destination location(s) with mileage
 - c. Date(s) of travel
 - d. Amount expended on parking and original receipts for parking
 8. Original manufacturer's invoice for items where the cost or cost plus is supported by the contract
 9. Certification by a duly authorized officer of Subrecipient
 10. Discount and terms (if applicable)
 11. Remittance Address (if different from Subrecipient's address)
- D. In the event Travel and Mileage expenses are to be reimbursed under this Agreement, the Subrecipient must submit invoices for Travel and Mileage on an

invoice separate from all other charges. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures, attached hereto as Exhibit F and incorporated as reference, and all Grant regulations and guidance. The Subrecipient shall also include all supporting documentation required by the City's fiscal processing requirements as determined by the Office of the City Controller, i.e. conference agendas, itemized billing for mode of travel, and confirmation of attendance (certification) from the conference holder. Following receipt of the invoice and all supporting documentation, the City shall approve the submission for reimbursement and begin the process of payment. The City shall notify the Subrecipient in writing if the Subrecipient's submission is deficient and if additional information is necessary. Subrecipient shall be reimbursed for mileage to and from domestic violence crime scenes at the same rate applicable for City employees, which is currently 58.5 cents per mile. Subrecipient shall also be reimbursed for reasonable parking expenses while performing services under this Agreement. Subrecipient must provide original receipts for parking reimbursement, otherwise Subrecipient will not be reimbursed for parking. Subrecipient must first seek reimbursement for all travel expenses from other entities (including but not limited to event sponsors, other public agencies and the like) and only bill the City for travel expenses that are otherwise reimbursable from any other entity, and only with the proper documentation. Subrecipient must also follow City guidelines for travel expenses, attached hereto as Exhibit F and incorporated as reference, and obtain written approval from the Mayor's Office prior to commencing any travel.

- E. 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 federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Subrecipient of a loss or reduction of federal grant funds.
- F. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Subrecipient. The City will not compensate the Subrecipient 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 Subrecipient under penalty of perjury that the information submitted is true and correct.
- G. Subrecipient has offered 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. Subrecipient 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 Subrecipient's profession, doing the same or similar work under the same or similar circumstances.

- H. Due to the need for the Subrecipient's services to be provided continuously on an ongoing basis, Subrecipient may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.
- I. Subrecipient will promptly return to the City all Grant Funds received pursuant to this Agreement which exceed the approved, actual expenditures previously approved and agreed to by City and set forth in an approved Budget. Subrecipient will separately account for any interest earned on any Grant Funds received pursuant to this Agreement and return all such interest earned to the City.
- J. Reallocation of Funds

City reserves the right to unilaterally decrease funds allocated to Subrecipient as set forth herein in the event that the City determines, in its sole discretion, that the Subrecipient has failed to provide adequate and satisfactory services as required in this Agreement.

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

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the 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. Subrecipient shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

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

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in 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 Subrecipient may not, unless it has first obtained the written permission of the City:

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

§407. Permits

The Subrecipient and its directors, officers, agents, employees and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Subrecipient's performance hereunder and shall pay any fees required therefor. The Subrecipient 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 Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by Subrecipient, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

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

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

§409. Claims for Labor and Materials

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

payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

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

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

§411. Bonds

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

§412. Indemnification

- A. Except for the active negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Subrecipient undertakes and agrees to defend, indemnify and hold harmless City 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 Subrecipient's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.
- B. Intellectual Property Indemnification - Subrecipient, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the City, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and 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 Subrecipient, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Subrecipient, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the City, under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

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

§413. Insurance

During the term of this Contract and without limiting Subrecipient's indemnification of the City, Subrecipient shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Subrecipient but not less than the amounts and types listed on the Insurance and Minimum Limits Sheet (Form Gen 146 in Exhibit A hereto), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto), shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management, and shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

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

Subrecipient's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a

material breach of this Contract under which City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Subrecipient.

§414. False Claims Act

Subrecipient 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.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. 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 Subrecipient, it shall be construed to mean "as applicable" to the Subrecipient as a recipient of Grant funds pursuant to this particular Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to the 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

Subrecipient 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 Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient 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 Subrecipient, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

Subrecipient shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Subrecipient shall not use any funds provided under this Agreement, either directly or indirectly, 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, Subrecipient 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 Subrecipient until the Certification is filed. Subrecipient hereby certifies that the Certification executed by the Subrecipient and attached hereto as Exhibit C is true and correct as of the date of execution of this Agreement.

Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall

require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the Grantor and the City may deem necessary, Subrecipient 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. Subrecipient 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 Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

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

6. Records Maintenance

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

7. Labor

Subrecipient 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).

Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety

Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds..

Subrecipient 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

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

Subrecipient will comply with the applicable requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Subrecipient 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>.

Subrecipient 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

Subrecipient 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. Subrecipient shall also comply, as applicable, with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

Subrecipient 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 and 44 CFR §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et

seq.); (f) conformity of Federal Action to State (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Parts 9 and 10, referencing floodplain management and environmental considerations.

Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Subrecipient 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.

Subrecipient 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.

Subrecipient 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.

Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the City of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants that it is in compliance with the 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.

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

Subrecipient 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

Subrecipient 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

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient 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 Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient hereby certifies that the Certification executed by the Subrecipient and attached hereto as Exhibit B is true and correct as of the date of execution of this Agreement. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not 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

Subrecipient 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, Subrecipient shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and incorporated herein by reference. Subrecipient hereby certifies that the Certification executed by the Subrecipient and attached hereto as Exhibit D is true and correct as of the date of execution of this Agreement.

13. Miscellaneous

Subrecipient 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). Subrecipient shall comply with the Genetic Information Nondiscrimination Act of 2008.

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Current editions of the OJP *Financial Guide* (M7100.1), OJP *Procurement Procedures Guide* and the 2014 OVW *Financial Grants Management Guide*; DOJ Office for Civil Rights Regulations; FY 2014 OVW *Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program: Solicitation*; Title 2 CFR Parts 215, 225, 220, and 230; Omnibus

Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3711 et seq.; The Violence Against Women Act of 1994 (P.L. 103-322), reauthorized and amended by the Violence Against Women Act of 2000 (P.L. 106-386) and by the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162); OVW's implementing regulations at 28 CFR Part 90; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations;.

2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448. All equipment and software purchased or developed under this Agreement must be compliant with DOJ 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). To support public safety and justice information sharing, Subrecipient shall use the National Information Exchange Model (NIEM) specifications and guidelines in the use of Grant funds. Subrecipient shall publish and make available without restriction all schemas generated as a result of this Grant to the component registry as specified in the NIEM guidelines. More information on compliance with this provision is located at www.niem.gov/implementationguide.php. Subrecipient shall comply with all applicable DOJ information technology standards.
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 (including all OJP policies and procedures related thereto, and including the obtainment of Institutional Review Board approval, if appropriate, and subject informed consent); 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. Subrecipient shall submit to City and OVW for their respective review one copy of all required reports and any other written materials or products that are funded under this Agreement not less than twenty (20) days prior to public release. Prior review and approval of any such report or publication is required if Grant funds are to be used to publish or distribute reports and publications developed under this Grant. Subrecipient shall ensure that all materials and publications (written, visual, or sound) resulting from this Agreement and the activities contemplated herein shall contain the following statements: "This project was supported by Grant No. 2014-WE-AX-0051 awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, finding, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
5. Subrecipient shall not use Grant funds to support activities that may compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the Grant solicitation. Further, Subrecipient shall not use Grant funds for prevention activities (e.g., outreach to elementary and secondary schools, implementation of educational programs regarding domestic and dating violence intervention, and public awareness campaigns). Subrecipient agrees that education materials and prevention programs developed or supported by Grant funds shall not promote alcohol or substance abuse as a primary cause of domestic violence, dating violence, sexual assault or stalking. Subrecipient understands and agrees that any training or training materials developed or delivered with funding under this Agreement must adhere to the OVW Training Guide Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.
6. Subrecipient shall timely comply with, and shall cooperate with the City in complying with, any and all reporting requirements in connection with the Grant, including, but not limited to, those reporting requirements set forth in §202 of this Agreement.

7. Subrecipient shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency in accordance with Federal Department of Justice guidance pertaining to Title VI of the Civil Rights Act of 1964.
8. Subrecipient shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
9. Subrecipient acknowledges and agrees that all of its services funded by this Grant must conform to the OVW Grant program requirements.
10. Subrecipient shall comply, and shall assist the City in complying with, the applicable provisions of the Federal Funding Accountability and Transparency Act of 2006, which are posted in the OVW website at: www.ovw.usdoj.gov/docs/ffata-award-term.pdf.
11. Confidentiality of Information
Subrecipient shall comply with all applicable confidentiality statutes, regulations and requirements, including but not limited to, 42 U.S.C. §3789g, as applicable; 28 CFR Part 22 *et seq.*, as applicable; the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance; and the provisions of 42 U.S.C. 13925(b)(2) involving nondisclosure of confidential or private information and which requires Subrecipient to create and maintain documentation of compliance, such as policies and procedures for release of victim information. The City and the Subrecipient will exchange various kinds of information pursuant to this Agreement. That information will 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 Subrecipient 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 §1798.55 of the Civil Code, §502 of the Penal Code, §2111 of the Unemployment Insurance Code, §10850 of the Welfare and Institutions Code and other applicable local, Federal and State 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 Subrecipient enters into an agreement with a third party to provide services, the City or Subrecipient 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, Subrecipient 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.
12. Subrecipient shall not use any Grant Funds to, either directly or indirectly, support any contract or subaward to either the Association of Community Organizers for Reform Now (ACORN) or its subsidiaries.
13. Subrecipient shall comply with all applicable allowable cost principles, laws, regulations, policies and guidance governing the use of Grant Funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the

provision of food and/or beverages at such events, and cost of attendance at such events.

14. Subrecipient acknowledges and understands that, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Grantor encourages the Subrecipient to adopt and enforce policies banning its employees from text messaging while driving any vehicle during the course of performing work funded by this Grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. Subrecipient shall comply with such Executive Order 13513 and shall also comply, as applicable, with the on-the-job seat belt policies, 23 U.S.C. 402 and 403, and 29 U.S.C. 668.
15. Subrecipient shall not use any Grant Funds to discriminate against or denigrate the religious or moral beliefs of students who participate in programs funded under the Grant, or of parents or legal guardians of such students. Subrecipient shall not exclude, deny benefits to, or discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW, including the program which is the subject of this Agreement.
16. Subrecipient understands and agrees that no Grant Funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
17. Subrecipient agrees to attend and participate in OVW-sponsored technical assistance, which may include, without limitation, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers.
18. In furtherance of Subrecipient's compliance with the provisions set forth in 28 CFR Part 38 (Equal Treatment for Faith Based Organizations), Subrecipient shall not use any Grant Funds to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipient agrees that, though it may still engage in inherently religious activities, such activities must be separate in time or place from programs funded under this Grant and Agreement, and participation in such activities by individuals receiving services from the Subrecipient must be voluntary. Subrecipient agrees not to discriminate in the provision of services contemplated under the Grant or this Agreement on the basis of a beneficiary's religion.

C. Noncompliance

Subrecipient 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 Subrecipient to City of any unlawful expenditures.

§416. Federal, State and Local Taxes

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

C. Copyright Policies

Unless otherwise provided by the terms of the Grant or 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 Subrecipient 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 Subrecipient purchases ownership with Grant Funds paid under this Agreement. Subrecipient 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. Subrecipient shall first obtain advance written approval from the City and the Grantor and comply with all conditions specified as part of such approval prior to (a) using any Grant Funds to purchase ownership of, or a license to use, a copyrighted work or (b) incorporating any copyrighted work, or a portion thereof, into a new work 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 Subrecipient 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. Subrecipient 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 Subrecipient under this Agreement. Subrecipient 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 Subrecipient or its subcontractors of any tier under this Agreement, Subrecipient 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

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

4. Any subcontract entered into by Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §418 and shall incorporate the provisions of the LWO.
 5. Subrecipient shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Subrecipient has violated provisions of the LWO.
 - C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Subrecipient is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Subrecipient in accordance with the following procedures. Impoundment shall mean that from monies due Subrecipient, City may deduct the amount determined to be due and owing by Subrecipient to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Subrecipient is to continue work following an impoundment shall remain in the sole discretion of the City. Subrecipient may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
 - D. Pursuant to Section 10.37.4 of the Los Angeles Administrative Code, Subrecipient 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), Subrecipient shall also make available to its employees the forms informing them about the EITC and forms required to secure advance EITC payments from Subrecipient.

§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, Subrecipient agrees and represents that it will provide equal employment practices and Subrecipient and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. Subrecipient agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Subrecipient shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Subrecipient shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request Subrecipient shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Subrecipient to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Subrecipient.
- F. Upon a finding duly made that Subrecipient has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Subrecipient is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Subrecipient shall be disqualified from being awarded a contract with the City for a period of two years, or until Subrecipient shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City or when an individual bid or proposal is submitted, Subrecipient shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Subrecipient, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Subrecipient to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Subrecipient to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Subrecipient's Contract with the City.

§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 Subrecipient shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org for all awards of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Subrecipients 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.

Subrecipient 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.

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

§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 Subrecipient to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect Subrecipient's fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, Subrecipient pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Subrecipient further agrees to: (1) notify the City within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Subrecipient is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the City within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the Subrecipient has violated the provisions of Section 10.40.3 (a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge

of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance in performance of the subcontract.

§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, Subrecipient will fully comply with all applicable State and Federal employment reporting requirements for Subrecipient's employees. Subrecipient shall also certify (1) that the Principal Owner(s) of Subrecipient are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Subrecipient will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (3) that Subrecipient will maintain such compliance throughout the term of this Contract.

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

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

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

§424. Limitation of Corporate Acts

The Subrecipient shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The Subrecipient shall notify the City immediately in writing of any change in the Subrecipient's corporate name.

§425. Subrecipient Personnel

The Subrecipient shall employ persons meeting the qualifications for those positions as negotiated between the Subrecipient and the City for this Agreement. Subrecipient shall ensure that Subrecipient'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, Subrecipient 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. Subrecipient agrees to remove personnel from performing work under this Agreement if requested to do so by the City. Subrecipient shall replace all key personnel with equally or better qualified staff.

Subrecipient 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, Subrecipient shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Subrecipient's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Subrecipient's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

§426. Funding Reduction

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

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

The Subrecipient shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency and that the Subrecipient is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Subrecipient 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. Subrecipient shall also coordinate press releases with the City and Grantor for maximum impact.

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

Subrecipient 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. Subrecipient certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Subrecipient shall not change any of these designated subcontractors, nor shall Subrecipient 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, Subrecipient shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Subrecipient shall:

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

§430. Notice to City of Labor Disputes

When Subrecipient has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement the Subrecipient shall immediately give notice thereof, including all pertinent information, in regard to same to City.

§431. City Evaluation of Subrecipient's Performance

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

§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 Subrecipient 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 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 Subrecipient, 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, Subrecipient is required to provide and update certain information to the City as specified by law. Any Subrecipient 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 twelve (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 twelve (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.

Subrecipient, 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.

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V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Subrecipient 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 Subrecipient of performance deficiencies in accordance with §502 of this Agreement;
- B. Withhold the release of funds;
- C. Require that no funds be advanced to Subrecipient until Subrecipient has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on Exhibit A (Insurance Requirement Form) and is subject to prior City approval;
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
- E. Require Subrecipient to secure at its own expense the services of Independent Experts;
- F. Require specific performance progress reports for identified time periods;
- G. Reduce compensation within the scope of the City's reallocation policy for services not performed and/or services performed in non-compliance with this Agreement; and
- H. Suspend operations in accordance with §503 below of this Agreement.

§502. Notice To Correct Performance

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

§503. Suspension Of The Agreement

- A. The City may, by giving written notice, suspend all or part of the project operations for Subrecipient's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of posting.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within ten (10) days from the date of written City notification, the Subrecipient shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing. Performance shall not resume without 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 Subrecipient is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§504. Termination Of Agreement

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving Subrecipient thirty (30) days written notice thereof. Upon receipt of said notice, Subrecipient shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Subrecipient its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Subrecipient to affect such termination. Thereafter, Subrecipient shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Subrecipient agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

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

benefit of creditors, then the CITY may immediately terminate this Contract.

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

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VI.
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Amendments

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

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

§603. Waivers


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

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

§604. Number of Pages and Attachments

This Agreement is executed in two (2) 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 fifty (50) pages and twelve nine (12) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, The City Of Los Angeles And The Subrecipient Have Caused This Agreement To Be Executed By Their Duly Authorized Representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUR, City Attorney</p> <p>By <u>[Signature]</u> Barak Vaughn, Deputy City Attorney</p> <p>Date <u>2.18.18</u></p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By <u>[Signature]</u> Eric Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date <u>FEB 27 2018</u></p>
<p>ATTEST: HOLLY L. WOLCOTT, City Clerk</p> <p>By <u>[Signature]</u> Deputy City Clerk</p> <p>Date <u>2-27-18</u></p> 	
<p>(Subrecipient's Corporate Seal or Notary)</p>	<p>For: Westside Center for Independent Living</p> <p>By <u>[Signature]</u> Print Name: <u>Sally Richman</u> Officer Title: <u>President</u> Date <u>12/13/2017</u></p> <p>ATTEST:</p> <p>By <u>[Signature]</u> Print Name: <u>Sara Pezeshkpour</u> Officer Title: <u>Vice President</u> Date <u>12/13/17</u></p>

City Business License Number: 0000139334-0001-2
Internal Revenue Service ID Number: 95-3013310
Council File/OARS File Number: 17-0605 Date of Approval: 6/21/17
City Contract Number C-130892

EXHIBIT A

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your 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 the **ACORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your 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 your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Required Insurance and Minimum Limits

Name: Westside Center for Independent Living Date: _____

Agreement/Reference: Expand City's existing domestic and sexual abuse response teams by enhancing training and services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory
EL 1,000,000

Waiver of Subrogation in favor of City Longshore & Harbor Workers
 Jones Act

General Liability 1,000,000

Products/Completed Operations Sexual Misconduct
 Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

Professional Liability (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage Boiler and Machinery
 Flood _____ Builder's Risk
 Earthquake _____ _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: Provided to Skyler Gray at Mayor's Office.
 1.) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

EXHIBIT B

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

Westside Center for Independent Living (WCIL)
RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Anastasia Bacigalupo, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

12-14-17
DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

Westside Center for Independent Living (WCIL)

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Anastasia Badgalupo, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

[Handwritten Signature]

DATE

12-14-17

EXHIBIT D

**CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT
REQUIREMENTS**

The Contractor/Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Grant program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
ATTN: Control Desk
633 Indiana Avenue, N.W.
Washington, D.C. 20531

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

AGREEMENT NUMBER

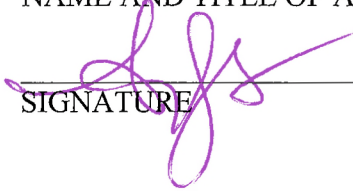
Westside Center for Independent Living (WCIL)

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Anastasia Bacigalupo, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

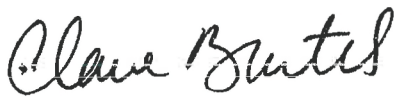
12-14-17

**NOTE: Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit*

EXHIBIT E

EXHIBIT F

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: April 9, 2013 **MEMORANDUM NO. 13-010**
TO: All City Offices/Department Heads
FROM: Claire Bartels, Chief Deputy Controller 
SUBJECT: MEETING, SEMINAR AND RETREAT EXPENSE PAYMENT POLICY

The expenditure of City funds is governed by the City Charter, the Los Angeles Administrative Code (LAAC), and federal and State rules and regulations. The Controller, as auditor and general accountant of the City, publishes and updates policies and procedures to ensure compliance with related City Charter, the LAAC, and federal and State requirements.

Attached are the updated policies and procedures relative to the reimbursement of expenses associated with meetings, seminars and retreats. This memorandum supersedes all previous memoranda on these items. Please update your copy of the Controller Manual by adding the attached.

It should be noted that some or all of these policies and procedures may not be applicable during Mayor and/or Council-declared emergencies. If you have any questions regarding this memorandum, please contact Faith Mok, Principal Deputy Controller at 213-978-7200.

Attachment

cc: Department Chief Accounting Employees

1.18 MEETING, SEMINAR AND RETREAT EXPENSE PAYMENT POLICY

Overview

The expenditure of City funds is governed by the City Charter, the Los Angeles Administrative Code (LAAC), and federal and State rules and regulations. As a general rule, City funds may not be used to purchase food. However, it should be recognized that, in the course of City business, it is important to convene meetings from time to time to ensure that Departments are accomplishing their mission, goals and objectives in the most effective and efficient means possible. Public meetings are also necessary for outreach and education purposes. Therefore, the Controller allows the reimbursement of certain expenses for staff meetings, seminars, retreats, as well as public meetings.

Policies and Procedures

1.18.1 City Employees

As a general rule, City funds may not be used to provide food for City employees. Food is a personal expense and should not be treated as an administrative nor operating expense of the City. The Controller recognizes that, in the course of City business, it is important to convene staff meetings from time to time to ensure that Departments are accomplishing their mission, goals and objectives, and therefore allows the reimbursement of certain expenses for staff meetings, seminars and retreats, as follows:

- A. Certain expenses for staff meetings, seminars and retreats can be considered "necessary" if (1) there is a logical connection between the expense and the purpose or mission of the Department, and (2) the expense is not prohibited by law.
- B. Charter Section 262 requires the Controller to have adequate evidence that the prices charged are "reasonable" before approving payment of demands drawn upon the City Treasury.

To ensure that expenses for staff meetings, seminars and retreats are reimbursable and comply with City policy, Departments must seek approval from the Controller prior to incurring any expense. Expenses that are not in compliance with City policy will be disapproved and are the personal responsibility of the employee.

Required Documentation

- Brief justification for the staff meeting, seminar or retreat
- Agenda or program
- List of attending employees
- Price quotes from vendors, if applicable, or reasonable estimates for all anticipated expenditures associated with the staff meeting, seminar or retreat
- Identification of the source of funds for the anticipated expenditures

Examples of Allowable Expenses for City Employees:

Food and Beverage Expenses

Food and beverage expenses are considered “necessary” in the conduct of City business if there is a showing that they are incidental to the meeting and the employees would miss essential formal discussions, lectures, or presentations concerning the purpose of the meeting if they took food and beverage elsewhere.

Food and beverage expenses are considered “reasonable” under the following conditions:

1. The staff meeting or retreat is over four hours in duration; and,
2. Only light refreshments are provided. Light refreshments include coffee, tea, juice, soda and snack-type items such as pastry, muffins, cookies, trail mix, fruit, granola bars or similar items.

Generally, full meals are the personal responsibility of employees attending the staff meeting, seminar or retreat. Therefore, alcoholic drinks are not reimbursable expenses. Consistent with federal guidelines, the LAAC provisions on food and beverage are construed to exclude alcoholic drinks, as provided in this policy. Further, it is the responsibility of City employees to comply with the Personnel Department policy regarding consumption of alcoholic beverages while on duty.

Reminder:

Departments must comply with the City's Surplus Food Policy by making a good faith effort to donate surplus food to food banks, pantries or any other agency that provides food to the needy (C.F. 09-2326).

Facilities and Equipment

Whenever possible, Departments should utilize City-owned facilities for staff meetings, seminars and retreats. When a non-City facility is proposed, Departments must provide proof that (1) it is not feasible to use City-owned facilities, and (2) the selected facility is the most economical substitute facility that suits their need, and that the prices charged are reasonable. Departments must consider the overall costs (the rental fee as well as all other costs associated with the selection of the facility) in determining the most economical substitute facility. All other things being equal, preference should be given to facilities located within City limits. Selection of facilities located outside of Los Angeles County would generate additional costs related to travel and therefore costs related to travel must be considered when evaluating locations.

Non-City Presenters, Speakers and/or Trainers

The use of non-City presenters, speakers and/or trainers is an allowable expense when the meeting requires expertise that is not available within City Departments. Expenses for non-City presenters, speakers and trainers require a separate expenditure authority and approval from the Controller.

1.18.2 Persons other than City Employees at Public Meetings

The LAAC requires that food and beverage expenses for persons other than City employees or elected officials be certified by the Department Head as expenditures for a public purpose and necessary for the conduct of City business. The LAAC also requires all City employees and elected officials to specify the name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed.

The Controller recognizes that, in the course of City business, official meetings with the public or constituents are necessary for outreach and educational purposes, and therefore allows the reimbursement of certain expenses for public meetings.

1. Certain expenses for public meetings can be considered "necessary" if (1) there is a logical connection between the expense and the purpose of the public meeting, and (2) the expense is not prohibited by law.
2. Charter Section 262 requires the Controller to have adequate evidence that the prices charged are "reasonable" before approving payment of demands drawn upon the City Treasury.

To ensure that public meeting expenses are reimbursable and comply with City policy, Departments must seek approval from the Controller prior to incurring any expense.

Expenses that are not in compliance with City policy will be disapproved and are the personal responsibility of the employee.

Required Documentation

- Purpose of the public meeting
- Proposed date and location of the meeting
- Price quotes from vendors, if applicable, or reasonable estimates for all anticipated expenditures associated with the meeting
- Identification of the source of funds for the anticipated expenditures

Examples of Allowable Expenses for Official Public Meetings:

Food and Beverage

Food and beverage expenses are considered "necessary" in the conduct of City business if there is a showing that they are incidental to the meeting and the participants would miss essential formal discussions or presentations concerning the purpose of the meeting if they took food and beverage elsewhere.

Food and beverage expenses are considered "reasonable" under the following conditions:

1. The meeting is open to the public; and,
2. Only light refreshments are provided. Light refreshments include coffee, tea, juice, soda and snack-type items such as pastry, muffins, cookies, trail mix, fruit, granola bars or similar items.

Generally, full meals are not to be provided at public meetings. Alcoholic drinks are not reimbursable expenses. Consistent with federal guidelines, the LAAC provisions on food and beverage are construed to exclude alcoholic drinks, as provided in this policy.

Reminder:

Departments must comply with the City's Surplus Food Policy by making a good faith effort to donate surplus food to food banks, pantries or any other agency that provides food to the needy (C.F. 09-2326).

Facilities and Equipment

Whenever possible, Departments should utilize City-owned facilities for public meetings. When a non-City facility is proposed, Departments must provide proof that (1) it is not feasible to use City-owned facilities, and (2) the selected facility is the most economical

substitute facility that suits their need, and that the prices charged are reasonable. Departments must consider the overall costs (the rental fee as well as all other costs associated with the selection of the facility) in determining the most economical substitute facility. All other things being equal, preference should be given to facilities located within City limits.

1.18.3 Other Operating Expenses

City resources may be used for other operating expenses, such as sponsorships, if all of the following apply:

- Funding has been appropriated and authorized by the governing authority such as Board, Mayor or Council;
- Sufficient funds are available in the budget;
- There is a logical connection between the expense and the Department's mission or goals; and,
- The expense is not prohibited by law.

Key Guidelines

As a general rule, City funds may not be used to purchase food. In the course of City business, it may be necessary to convene meetings from time to time to ensure that Departments are accomplishing their mission, goals and objectives in the most effective and efficient means possible. Public meetings are also necessary for outreach and education purposes. Therefore, the Controller allows the reimbursement of certain expenses for staff meetings, seminars, retreats, as well as public meetings.

Resources

Departments with questions regarding this policy may contact the Controller Demand Audit Section (see Controller Directory in Cityfone) for assistance.

EXHIBIT G

Follow up Services provided by Agency:

8. Number of DART clients receiving counseling services: (please count only one per client)
 Individual Counseling: _____ Group Counseling: _____ Both: _____ Total:

9. Total number of Accompaniment Services provided on behalf of client:
 Personal: _____ Civil: _____ Criminal: _____ Dependency Court: _____
 Hospital: _____ Advocacy: _____ Language Services: _____
 Other (please specify): _____ Other Count: _____ Total:

10. Restraining/Protection Orders:
 # of Restraining Orders Requested: _____ # of Restraining Orders Granted: _____

11. Number of other services provided by your Agency (remember to list how many times you provided these services per client/family, i.e. 1/30):
 Parenting Classes: Transportation: Self Defense Classes:
 Other (List):

12. Number of attempted follow-up with clients: (Counts towards clients not served)
 a) Phone: _____ b) In Person: _____ Total:

Number of clients served and their demographics for the current quarter:

13. Total number of DART clients served:
 a) Adult: Women _____ Men: _____ b) Children (under 18yrs): _____
 Of the Women and Men listed above, how many are disabled? _____ Of the children listed above, how many are disabled? _____
 c) Unknown: _____ d) LGBT: _____ Total (a + b + c):

d) Number per age group:
 0-12 _____ 13-17 _____ 18-24 _____ 25-59 _____ 60+ _____

d) Ethnicity: (Count all that apply)
 American Indian/Alaskan Native: _____ Black/African American: _____
 Caucasian: _____ Asian: _____ Hawaiian/Pacific Islander: _____
 Hispanic/Latino: _____ Other: _____ Unknown: _____
 Total:

e) Other demographics of adults only: (Count all that apply)
 People with disabilities: _____
 People with limited English proficiency _____
 People who are immigrants/refuges/asylum seekers: _____
 People who live in rural areas: _____
 Total:

f) Relationship to offender: See instructions on the right.

Relationship to offender	Number of victims/survivors
Current or former spouse or intimate partner	
Other Family or household members (in-law, grandparent, etc.)	
Acquaintance (neighbor, supervisor, employee, co-worker, student, schoolmate, etc.)	
Current or former dating relationship	
Stranger	
Relationship unknown	
Other (specify):	
TOTAL	0

14. Reasons victims seeking services were partially served or not served: (List the number of times for each reason)

Conflict of interest: _____	Did not meet statutory requirements: _____
Hours of operation: _____	Insufficient/lack of culturally appropriate services: _____
Lack of child care: _____	Insufficient/lack of language capacity including sign language: _____
Program reached capacity: _____	Insufficient/lack of services for people w/disabilities: _____
Program rules not acceptable to victim/survivor: _____	Program unable to provide service due to limited resources/priority seating: _____
Transportation issues: _____	Services inappropriate or inadequate for victims/survivors with mental health issues: _____
Services not appropriate for victim/survivor: _____	Services inappropriate or inadequate for victims/survivors with substance abuse issues: _____
Other, specify below: _____	Services not available for victims/survivors accompanied by male adolescents: _____

Specify: _____

TOTAL: 0

15. Total number of **UNDUPLICATED DART** clients served, partially served and number seeking services who were not served in current quarter: See instructions on the right.

	Women	Men	Unknown	Children (under 18)	GRAND TOTAL
A. Served: Victims who received the service(s) they requested.					0
B. Partially Served: Victims who received some service(s) but not all that were requested					0
TOTAL SERVED and PARTIALLY SERVED (163A + 164B)	0	0	0	0	0
C. Not served: Victims who sought services and did not receive them:					0

16. Number identified as gang members: Perpetrators: _____ Survivors: _____

17. Number of Domestic Violence trainings provided by your agency during reporting period: (total # of Trainings and total # of Participants)

	Trainings	Participants		Trainings	Participants
LAPD Roll Call:			DV Advocate:		
Community Member:			Other:		
Total # of Trainings:	0		Total # of Participants:	0	

Narrative: Include effectiveness of trainings that have taken place, any internal staffing changes, any issues with LAPD, other initiatives and/or partnerships with other entities, other pertinent information, etc. (attach additional pages in Word doc if needed).

Certification by Grantee (Official Signature)

Date

- Once Complete:
1. Email to: ebony.cobb@lacity.org
 2. Print Form
 3. Sign and date
 4. Mail signed original to: **Ebony Cobb, Grant Specialist**
Office of Mayor Eric Garcetti
200 N. Spring Street, Rm. 303
Los Angeles, CA 90012

For questions, please contact Ebony Cobb at ebony.cobb@lacity.org.

EXHIBIT H



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:	Department:
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Name of Bidder: Westside Center for Independent Living	Phone: 310-390-3611
---	------------------------

Address: 12901 Venice Blvd., LA, CA 90066
--

Email: anastasia@wcil.org

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: 12-14-17	Signature:
Name: Anastasia Bacigalupo	
Title: Executive Director	

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (h) **“City Financial Assistance Recipient”** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) **“Public lease or license”**.
- (a) Except as provided in (i)(b), **“Public lease or license”** means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

EXHIBIT I

CITY OF LOS ANGELES
CALIFORNIA



**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777**

EXHIBIT J

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Westside Center for Independent Living, 12901 Venice Blvd., LA, CA 90066
Company Name, Address and Phone Number

Anastasia Bacigalupo
Signature of Officer or Authorized Representative Date 12-14-17

Anastasia Bacigalupo, Executive Director
Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

westside Center for Independent Living (WCIL)			
Bidder/Proposer Business Name			
12901 Venice Blvd.			
Street Address	City	State	Zip
Anastasia Bacigalupo	(310) 390-3611		
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Anastasia Bacigalupo, ED		12-14-17
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: 03 / 30 / 1976 State of incorporation: California

List the corporation's current officers.

President: Sally Richman
 Vice President: Sarah Pezeshkpour
 Secretary: Eugene Feldman
 Treasurer: Treva Finnerman

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 41 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

14. Does your firm have any outstanding judgements pending against it?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Anastasia Bacigalupo, Executive Director

Print Name, Title

Signature

Date

12-14-17

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

EXHIBIT K

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: Westside Center for Independent Living Phone Number: (310) 390-3611
2. Company Address: 12901 Venice Blvd., LA, CA 90066
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: Social services for disabled people

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input checked="" type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Anastasia Bacigalupo
 Print Name of Person Completing This Form
Executive Director 310-390-3611
 Title Phone #

[Signature]
 Signature of Person Completing This Form
12-14-11
 Date

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

EXHIBIT L

LABAVN – LOS ANGELES BUSINESS ASSISTANCE VIRTUAL NETWORK

SUBMIT COMPLIANCE DOCUMENTS

7-29-2016

These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power

All companies registering on BAVN may at this time complete and submit the online compliance forms, or it may submit the forms at the time it responds to a contracting opportunity. All forms contained in the Company Compliance Documents section are to be completed and electronically signed. Each form is only valid for a specified amount of time. Please refer to instructions online for more details.

The submitted forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the submitted forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to resubmit the form(s). The resubmission of form(s) will not trigger a new renewal date. The renewal date shall remain as the first time the form(s) were uploaded.

- As of 7/1/16, the **Affirmative Action (AA)** and **Non-discrimination/Equal Employment Practices Provisions (ND-EEP)** Compliance affidavits will no longer be required on BAVN as compliance with these provisions will be included in the contract language.
- As of 7/1/16, the **Equal Benefits Ordinance (EBO)** and **First Source Hiring Ordinance (FSHO)** Compliance affidavits were combined into one web application form on BAVN. If subject, a contractor will be required to complete the web application form, electronically sign, and submit.

If a form was uploaded and verified prior to 7/1/16, these will continue to be valid for three years from the UPLOAD date. When the form expires, a contractor will be required to complete the new online application form.

- The **Slavery Disclosure Ordinance (SDO)** Compliance affidavit was also updated to an online application form. While the SDO is an indefinite application, if and when an older version of the EBO/FSHO forms are deleted from a contractor's profile, the older version of the SDO affidavit will also be deleted at the same time. At this time, the contractor will be required to complete, electronically sign, and submit the updated web application form. After the SDO form is updated to the current version, it will continue to be an indefinite application.

Equal Benefits Ordinance (EBO)

By completing and submitting the **Equal Benefits Ordinance** Compliance Affidavit your company is certifying compliance with the requirements of said ordinance. If selected as a successful Bidder/Proposer, your **EBO** Compliance Affidavit will be verified for completeness by the Office of Contract Compliance prior to contract award. A company wishing to seek a waiver of the **EBO** provisions must submit the **EBO** Waiver Application with the bid or proposal. The **EBO** Waiver Application shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request. Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the **EBO** Compliance Affidavit.

First Source Hiring Ordinance (FSHO)

Prime contractors who are awarded a contract that is subject to the requirements of the **FSHO** must complete and submit the **FSHO** Compliance Affidavit. Unless otherwise exempt, the **FSHO** applies to service contracts over \$25,000 and 3 months, and some loan or grant recipients. Awarding departments may seek exemption by submitting a completed **FSHO-X** Form to the Office of Contract Compliance prior to contract execution.

Slavery Disclosure Ordinance (SDO)

By completing and submitting the Slavery Disclosure Affidavit your company will have satisfied the reporting requirement of the Slavery Disclosure Ordinance. A company wishing to seek an exemption of the **SDO** provisions must submit the **SDO** Exemption Form with the bid or proposal. The **SDO** Exemption Form shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request.

IMPORTANT NOTICE

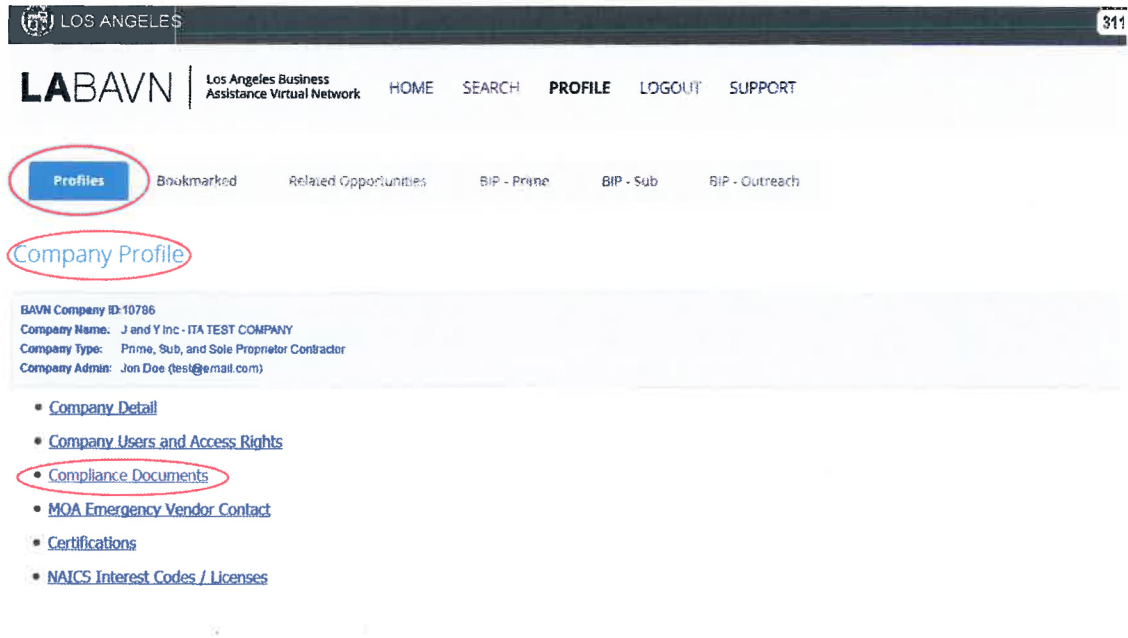
Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

The following tutorial will walk you through the process of

- Completing the Online Company Compliance Documents

Step 1: Log into BAVN

1. Only the administrator of your company has the authority to upload company compliance documents.
2. Under Profiles, go to “Profiles” tab, click on the Compliance Documents link.



The following compliance forms can be completed online on BAVN:

EBO/FSHO - Equal Benefits / First Source Hiring Ordinance (3 Year Application)

- Combines the Equal Benefits Ordinance Affidavit and First Source Hiring Ordinance Compliance Affidavit

SDO - Slavery Disclosure Ordinance Forms

- Slavery Disclosure Ordinance Affidavit

Please read instructions before completing the online Company Compliance Documents

Step 2: Access the selected Compliance Form

1. Review the **Company Compliance Documents** list
2. Select the **Compliance Document** to be submitted:
 - Equal Benefits / First Source Hiring Ordinance (3 Year Application) or
 - slavery Disclosure Ordinance (Indefinite Application)
3. Click on the **'Click here to complete and submit this form.'**

LOS ANGELES 311

LABAVN | Los Angeles Business Assistance Virtual Network | HOME SEARCH PROFILE LOGOUT SUPPORT | Welcome All Baba

Company Compliance Documents

[Return to Profile](#)

- The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.
- Upon BCA verification, the Awarding Authority shall award the contract if in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

IMPORTANT INFORMATION - ALL BAVN USERS - PLEASE READ - RECENT CHANGES THAT COULD AFFECT COMPLIANCE DOCUMENTS

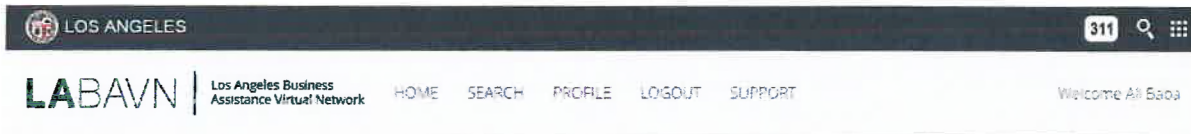
- As of 7/1/16, the Affirmative Action and Non-discrimination/Equal Employment Practices Provisions Compliance affidavits will no longer be required on BAVN as compliance with these provisions will be included in the contract language.
- As of 7/1/16, the Equal Benefits Ordinance and First Source Hiring Ordinance Compliance affidavits were combined into one web application form on BAVN. If subject, a contractor will be required to complete the web application form, electronically sign, and submit. If a form was uploaded and verified prior to 7/1/16, these will continue to be valid for three years from the UPLOAD date. When the form expires, a contractor will be required to complete the new web application form.
- The Slavery Disclosure Ordinance Compliance affidavit was also updated to a web application form. While the SDO is an indefinite application, if and when an older version of the EBO/FSHO forms are deleted from a contractor's profile, the older version of the SDO affidavit will also be deleted at the same time. At this time, the contractor will be required to complete, electronically sign, and submit the updated web application form. After the SDO form is updated to the current version, it will continue to be an indefinite application.

[View Expired Compliance Documents](#)

Company Compliance Documents	Status	Upload/Submit By	Upload/Submit Date	Expires	Menu Options
Equal Benefits / First Source Hiring Ordinance (3 Year Application) **New**	Not Completed	Disclaimer	Click here to complete and submit this form		
Slavery Disclosure Ordinance (Indefinite Application) **New**	Not Completed	Disclaimer	Click here to complete and submit this form		

Step 3: Complete Online Compliance Form

1. Click on the “Click here to access the EBO/FSHO form to fill it and submit it” link or “Click here to access the Slavery Disclosure Ordinance form to fill it and submit it.” link.



Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO) Document

Disclaimer:

- By completing, electronically signing, and submitting the Equal Benefits Ordinance (EBO) Compliance Affidavit your company is certifying compliance with the requirements of said ordinance.
- If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance (OCC) prior to contract award.
- A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal.
- The EBO Waiver Application shall be forwarded to OCC for processing.
- OCC shall notify the awarding department of the determination resulting from the waiver request.
- Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.
- The EBO provisions apply to all agreements the value of which exceeds \$25,000 unless otherwise exempt.
- It includes Service Contracts, Construction Contracts, Purchase Contracts, Grants, Leases or Licenses as defined by the EBO.
- Prime contractors who are awarded a contract that is subject to the requirements of the First Source Hiring Ordinance (FSHO) must agree to the FSHO by electronically signing and submitting the FSHO Compliance Affidavit.
- Unless otherwise exempt, the FSHO applies to service contracts over \$25,000 and 3 months, and some loan or grant recipients.
- Awarding departments may seek exemption by submitting a completed FSHO-X Form to the OCC prior to contract execution.

Important Notice:

- These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power.
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.
- Once uploaded, the forms are valid for three (3) years from the date they are uploaded.

Instructions:

1. [Click here to access the EBO/FSHO form to fill it and submit it.](#)
2. The company information is preloaded where only contact information fields may be changed. Fill out the remaining inputs.
3. Sign the electronic E-signature and Terms of Acceptance form and submit it.
4. Clicking on the "Submit" button will save and submit it. **No further edits will be allowed.**

Slave Disclosure Ordinance (SDO) Document

Disclaimer:

- By completing, electronically signing, and submitting the Slavery Disclosure Ordinance (SDO) Affidavit, your company will have satisfied the reporting requirement of the SDO.
- A company wishing to seek an exemption of the SDO provisions must submit the SDO Exemption Form with the bid or proposal.
- The SDO Exemption Form shall be forwarded to OCC for processing.
- OCC shall notify the awarding department of the determination resulting from the waiver request.
- This new SDO Affidavit will remain valid indefinitely or until any changes occur in the company that would require revision and resubmission.

Important Notice:

- These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power.
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.
- The SDO Affidavit will remain valid indefinitely or until any changes occur in the company that would require revision and resubmission.

Instructions:

1. [Click here to access the Slavery Disclosure Ordinance form to fill it and submit it.](#)
2. The company information is preloaded where only contact information fields may be changed. Fill out the remaining inputs.
3. Sign the electronic E-signature and Terms of Acceptance form and submit it.
4. Clicking on the "Submit" button will save and submit it. **No further edits will be allowed.**

Equal Benefits / First Source Hiring Compliance



Los Angeles Business Assistance Virtual Network

HOME SEARCH PROFILE LOGOUT SUPPORT

Welcome All Baba

[Return to Company Documents](#)

EBO/FSHO COMPLIANCE

City of Los Angeles
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
 Phone: (213) 847-2625 Email: procurement@lan.gov

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.9.2.1 et seq, prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

LABAVN Company Id: 88140 EIN/TIN: 449450
 Company Name: Zanzibar Fashions
 Company Address: 825 Fashion Way
 City: Los Angeles State: CA Zip: 90023
 Contact Person: A: Baba Phone: 213-555-0147 Email: al@zanzibar.com
 Approximate Number of Employees in the United States: [Field]
 Approximate Number of Employees in the City of Los Angeles: [Field]

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners. Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City, or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City, and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on [Date] / mm/dd/yyyy.
- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

APPLY FOR COMPLIANCE DOCUMENTS

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution. As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://laba.lacounty.gov>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://laba.lacounty.gov>) as described below. During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resource; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq. Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, (the requestor for this EBO/FSHO Affidavit) warrant the truthfulness of the information provided in the document.

Electronic Signature:

Please type your First and Last Names

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered the legal equivalent of a manual or wet signature. Once signed electronically, this document is considered original and legally binding.

BAVN-EBO/FSHO (05/2016)

Submit

Slavery Disclosure Compliance

SDO COMPLIANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit ON LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.kps.usps/index.cfm>; Phone: (213) 547-2525; E-mail: bca.eops@bocf.usps

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

BAVN Company Id.	65140	EIN/TIN:	449450
Company Name	Zanzibar Fashions		
Street Address	625 Fashion Way	City:	Los Angeles State: CA Zip: 90023
Phone:	213-555-0147	Email:	ali@zanzibar.com

3. The company came into existence in (Four digit year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eops@labavn.org.
- The Company found records that the Company, or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any, Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eops@labavn.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Ali Baba, the requestor for this "SDO Affidavit" warrant the truthfulness of the information provided in the document.

Electronic Signature:

Please type your First and Last Names

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was visibly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of or injury to Enslaved Persons.

BAVN-SDO (06/2016)



- Complete the form
- Click on the Submit button to complete the process.
- You should receive a confirmation notice when form has successfully been completed.

APPLY FOR COMPLIANCE DOCUMENTS

- The Status now shows Submitted. You can Remove the submitted document by clicking on the link.
- If the Status now shows Verified the Remove link is no longer available.

Company Compliance Documents

[Return to Profile](#)

- The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.
- Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).
- Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

IMPORTANT INFORMATION - ALL BAVN USERS - PLEASE READ - RECENT CHANGES THAT COULD AFFECT COMPLIANCE DOCUMENTS

- As of 7/1/16, the Affirmative Action and Non-discrimination/Equal Employment Practices Provisions Compliance affidavits will no longer be required on BAVN as compliance with these provisions will be included in the contract language.
- As of 7/1/16, the Equal Benefits Ordinance and First Source Hiring Ordinance Compliance affidavits were combined into one web application form on BAVN. If subject, a contractor will be required to complete the web application form, electronically sign, and submit. If a form was uploaded and verified prior to 7/1/16, these will continue to be valid for three years from the UPLOAD date. When the form expires, a contractor will be required to complete the new web application form.
- The Slavery Disclosure Ordinance Compliance affidavit was also updated to a web application form. While the SDO is an Indefinite application, if and when an older version of the EBO/FSHO forms are deleted from a contractor's profile, the older version of the SDO affidavit will also be deleted at the same time. At this time, the contractor will be required to complete, electronically sign, and submit the updated web application form. After the SDO form is updated to the current version, it will continue to be an indefinite application.

Your SDO Compliance document has been submitted.

[View Expired Compliance Documents](#)

Company Compliance Documents	Status	Upload/Submit By	Upload/Submit Date	Expires	Menu Options
 Equal Benefits / First Source Hiring Ordinance (3 Year Application) **New*	Not Completed	Disclaimer Click here to complete and submit this form			
 Slavery Disclosure Ordinance (Indefinite Application) **New*	Submitted	Ali Baba	08/03/16	Indefinite	Disclaimer Remove

EXHIBIT M



Information					
Date of Assessment	01-18-18				
Grant Name and Grant Year	DOJ on Violence Against Women Fiscal year 2016 Training and Grants				
Subrecipient Name	West Side Center for Independent Living				
Type of Non-Federal Entity (Local, JPA, Non-Profit)	Non-profit				
Grant Administration	Yes	In Progress	No	N/A	Comments
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.	X				1 federal award - 2016 Centers for Indep. Living #1608CAILCL-00
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?	X				
3. Does the organization have a method in place to track projects performed under Federal awards?	X				
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?	X				
5. Does the organization have a method in place to track costs incurred against the approved grant budget?	X				
Personnel	Yes	In Progress	No	N/A	Comments
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?	X				
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?	X				
8. Are timesheets used to track the time staff spend on specific grants?	X				
Audits	Yes	In Progress	No	N/A	Comments
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.	X				
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.	X				
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.	X				
12. If findings were identified, have the findings been resolved?					
Monitoring	Yes	In Progress	No	N/A	Comments
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?	X				
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?	X				
15. Does the organization inventory grant-funded equipment at least every two years?	X				

to End violence against women with disabilities program

Anastasia Bacigalupo, Executive Director  01-18-18

Name/Title of Preparer _____ Signature _____ Date _____

Name/Title of Mayor's Office Reviewer _____ Signature _____ Date _____